



PUBLIC SELECTION Nº 01

CALL NOTICE

INTERNATIONAL PROGRAM FOR INVESTMENT AND TRACTION

CONECTA

SECTION I – CALL

1. INTRODUCTION, OBJECT AND STAGES

1.1 CONFEDERAÇÃO NACIONAL DO TRANSPORTE (“**CNT**”), alongside with BMG UPTech DESENVOLVIMENTO TECNOLÓGICO LTDA (“**BMGUPTECH**”) and POOL BOSSA NOVA INVESTIMENTOS LTDA (“**PoolBossa**”) hereby makes public the present Call, and invites the interested parties to submit projects to take part in **CONECTA PROGRAM**, in terms hereby established and in accordance with the provisions of Exhibit II – Terms and Conditions.

1.2 The initiative of **CONECTA PROGRAM** justifies itself for the identification of several challenges in land, rail, maritime and water transportation sectors, and its interlocations with public mobility, freight terminals and environmental intersections. The challenges of the current scenario are made worse by the lack of investment, which results in limited offer and lower quality of infrastructure when compared to the national market demand. Overcoming these challenges is further hampered by the absence of integrated planning of the transportation and logistics systems.

The need of improvement of the sector is not only quantitative but also qualitative, but the current scenario does not allow the glimpse of any improvement. By result, the vision of the future is even more precarious than the insufficient present.

On the other hand, with low investments and incentives, the companies with large contributing potential to the quality of this market find numerous obstacles to its development, being constrained by the enhancements required from its own system.

In this vicious circle of unmet demands and almost no capacity to mitigate them, innovative initiatives become mandatory, breaking with the lethargy of lack of progress in this sector. It is exactly the goal of **CONECTA PROGRAM**: promote *“a transportation system capable of attending satisfactorily the demands of cargo and people movement; being focused on the people; that is more valued in the customer’s perspective; cost-effective for offer as well as for demand; and having capacity of investment and planning”*. It seeks out a huge change in the transportation sector and national logistics, ensuring opportunity to the market development as well as the companies, in order to empower them against the new technologies and challenges of the current scenario.

1.3 **CONECTA PROGRAM**’s public notice (“Notice”) will be made available in the official website conecta.cnt.org.br and the **PROGRAM** has the main goal of selecting



national and international *startups* acting in the transportation and logistics sectors, including any and every accessory service for these sectors.

CONECTA PROGRAM is expected to last 06 (six) months, subject to change, during which the startups will be enrolled in three stages: the first and second consist in national market traction and investment, with interviews and potential connections, both online and face-to-face, to be held in the Metropolitan area of Belo Horizonte, MG, Brazil or other location determined by **BMGUPTECH**; and the third is an international stage, in which the startups will be provided with international traction and investment, to be held in the United States of America, all with the purpose of giving traction to innovative business of the transportation and logistics sectors, and to maximize technological and market impacts.

The stages will be set apart by specific eliminatory *gates*, in which the participants will be evaluated and selected, or not, to participate in the next stage, following this Notice and the schedule that will be presented by **BMGUPTECH**, which will be shared, in a convenient moment, on **CONECTA PROGRAM's** website.

After the deadline for interested *startups* registration, a selection will be held for the participants, in accordance with this Notice. The selection will be held online, through interviews developed to better understand the business and technologies of the *startups*. At the end of this phase, up to 50 (fifty) *startups* will be announced as selected to take part in **CONECTA PROGRAM**, and engage on STAGE 1.

In order to do so, the *startup* must already have executed the Convertible Bond and **CONECTA PROGRAM** Adherence (Exhibit I), convertible in up to 12% of its *equity*. The Bond's execution must be in digital and written forms. The startup's equity subject to acquisition from **BMGUPTECH** will be as follows:

	INVESTMENT	SHARES	VALUATION
TRANCHE 1	R\$ 20.000,00	2%	R\$ 1.000.000,00
TRANCHE 2	R\$ 210.000,00	6%	R\$ 3.500.000,00
TRANCHE 3	R\$ 230.000,00	4%	R\$ 5.750.000,00

The payments above are estimated, and may be paid in installments, according to Exhibit I.

The STAGE 1 consists of business model's definition and *pitches* for the *startups*, including domestic market traction through mentoring, the possibility of connecting with potential partners directed at each *startup*, and connection with **CNT**, always conducted virtually. In STAGE 2, the traction staff will develop, alongside with the *startup*, a financial schedule to allocate received assets. Up to two face-to-face meetings with mentors and possible partners will be held in the Metropolitan Area of Belo Horizonte, MG, Brazil or other location determined by **BMGUPTECH**. The meetings shall be held in concert with



online activities for a period of one month. At the end of STAGE 1, up to twenty five (25) *startups* will be selected for STAGE 2.

During STAGE 2, the participating *startups* will be monitored online, and monthly diagnostic reports will be produced. During STAGE 2, around eight (08) face-to-face meetings will be held, each of them lasting up to three (3) days, in the Metropolitan Area of Belo Horizonte, MG, Brazil or other location determined by **BMGUPTECH**, for a period of about four months.

At the end of STAGE 2, up to five (5) *startups* will be selected for STAGE 3 (international stage) of **CONECTA PROGRAM**, in which selected *startups* will receive international traction in the United States of America, for one month. **BMGUPTECH**'s partner will promote opportunities of possible business connections for the startups selected for this stage.

The rights to convert its credit into stocks, granted under **PROGRAMA CONECTA**, even if the payments are made in installments, shall not dilute each other. Therefore, if the *startup* is granted with the full value, meaning four hundred and sixty thousand Brazilian Reais (R\$460.000,00), the Bond's Holder is entitled to convert twelve percent (12%) of its *equity*, in accordance with this Notice and its attachments.

During **CONECTA PROGRAM**, monthly meetings may be held to the participants, as well as open activities to the public. All events shall be previously announced.

2. GOALS AND DEFINITIONS

2.1. In this Notice, the following words and expressions shall have the following meaning:

i. *Equity*: pre-defined capital stock of a company, subject to acquisition in accordance with this Notice;

ii. *Consenting intervening party*: Representatives, *startups* members, investors and other third-parties whose rights, under **BMGUPTECH** sole discretion, intervene or may interfere in the participation of the *startup* in **CONECTA PROGRAM**, or in financial amounts acquired as well as in *Equity* acquisitions.

iii. *Representatives*: among Team members, the group of representatives that are appointed, at applying, as representatives of the remaining members and the *startup*;

iv. *Spinoffs*: *startup* within a company already consolidated or another *startup*, with the goal to explore a new product or service, and/or group of investors linked to the previous company or group, and set themselves to solve a challenge and/or optimize procedures or market services. If the *startup* is a *spinoff*, the registration must contain an organization chart of the company of which spinoff is a part of, individualizing the portion of the activity, people and investments enrolled in **CONECTA PROGRAM**;

v. *Startups*: companies, registered under CNPJ and in the competent commerce registration, regardless of its legal nature, in addition to *spinoffs*, and other projects enrolled and selected to participate in the **Program**.

vi. *Team*: group of participants enrolled to enter, on behalf of the *startup*, in **CONECTA PROGRAM**.

2.2 This Notice has the objective of selecting up to fifty (50) national or international *startups* with innovation applied to the product and/or service offered, and with high growth and internationalization potential. All enrolled *startups* shall have their activity focused on solving issues of the transportation and logistics markets.

2.2.1 The *startup* may or may not already be registered under CNPJ, and may also be a *spinoff*, or a project developed by not yet formalized startups.

2.2.1.1 The registration under CNPJ must be regular and concluded before STAGE 1, in accordance with the Notice. All necessary proceedings and documents are to be provided by the *startup* itself.

2.2.1.2 Any payments will be made only in the bank account owned by the *startup*, regularly registered.

2.2.1.3 If a *startup* enters STAGE 1 not having concluded its regular registration under CNPJ, **BMGUPTECH** may exclude the *startup* immediately of the **Program** or, at its sole discretion, or grant a deadline for regularization. If the tolerance period is not met, **BMGUPTECH** may adopt all applicable legal measures to make the *startup* comply with this obligation, including the specific performance of the obligation.

2.2.1.4 In the event of the provisions in the previous item, any payment due to the *startup* will be suspended until the registration is concluded, and the bank account ownership is regularized. The startup must inform **BMGUPTECH** about the conclusion, so that payment is arranged.

2.3 **CONECTA PROGRAM** aims to:

a. Connect the *startup* ecosystem with the transportation and logistics markets, propitiating productive interactions with potential to create value for both and the society, contributing to a wider diversification of national and international economy.

b. To be a decisive element of stimulation for the development of a new transportation and logistics markets, creating a favorable system to the improvement, scale and commercialization of technologies that have disruptive innovation as the main characteristic;

c. To contribute effectively to the effort to transform technologies into viable business models;

d. To prepare the new market players that have emerged or developed from **PROGRAMA CONECTA** for the challenges, enabling them to become truly competitive companies that meet the demands and challenges of users;

e. To support the startup's growth, directly and indirectly involved in the program, propitiating development;

f. Connect the Teams directly and indirectly to other ecosystems, teams, clients, suppliers and partners that may mutually contribute, specially national and international transportation and logistics industries;

g. Offer the participants, during the four stages, market traction and acknowledgment, guidance by mentors who are nationally and internationally known;

h. Enable the emergence of successful cases that have a demonstrative and multiplier effect.

2.4 In order to participate in **CONNECTA PROGRAM**, the *startup* will provide, at the beginning of STAGE 1, a convertible bond granting the holder the right to convert up to 12% (twelve percent) of its *equity*, in accordance with this Notice and its attachments.

2.4.1 The irrevocable and irreversible right to entry into the startup's capital stock, due to the participation in this **CONNECTA PROGRAM**, will occur in the proportions and conditions established in the ATTACHMENT I, namely:

a. If the *startup* is selected for STAGE 1, shall sign the document, in the conditions of ATTACHMENT I, granting irrevocable and irreversible right of credit, subject to conversion in up to 12% (twelve percent) of its *equity*, conditioned to the implementation of the following:

- i. STAGE 1: will grant the right to convert two percent (2%) of *startup's equity*, with a valuation equals to one million Brazilian reais (R\$1.000.000,00);
- ii. STAGE 2: will grant the right to convert six percent (6%) of *startup's equity*, with a valuation equals to three million and five hundred thousand Brazilian reais (R\$3.500.000,00);
- iii. STAGE 3: will grant the right to convert four percent (4%) of *startup's equity* with a valuation equals to five million, seven hundred and fifty Thousand Brazilian Reais (R\$5.750.000,00).

b. The corresponding amount for each Stage of the **Program** may be made available at any moment, until the end of the Program, under sole discretion of **PoolBossa**, regardless of the current Stage and the participation or not of the *startup* at the moment. With the availability of the amount, consequently and automatically, the corresponding right that can be converted into *equity* participation will be granted by the startup.

2.5 Any participating *startup* that proves to have received an investment prior to the publicity of this Notice, in the minimum amount of R\$30,000.00 (thirty thousand Brazilian reais) and a valuation of the *startup*, for the purpose of such investment, equal or greater than R\$3,000,000.00 (three million brazilian reais), the *startup* will receive the amount referred to tranche 1, being exempted from the availability of the right to convert two percent (2%) of its equity.

2.5.1 For the purposes of the provisions of item **2.5**, the investment shall be proven by the submission of any private or public instrument, duly executed by all parties and consenting interveners, and/or by the contractual amendment duly registered in the competent authority, expressly stating the investment received and the value attributed to it; in any case, the poof of performance shall be submitted.

3. STARTUPS, SPINOFFS AND ELLIGIBLE PROJECTS

3.1 For the purpose of applying to **CONNECTA PROGRAM**, the *startups* must comply with the following (eliminary conditions):

- i. Its Team is made up of, at least, two persons;

- ii. It has, at least, two Representatives. Representatives must dedicate themselves fully to the *startup*, and should have broad availability and autonomy of decision to, individually or jointly, participate in the routine of **CONECTA PROGRAM** and in the market traction offered, as well as represent the *startup* and make decisions related thereto in **CONECTA PROGRAM**;
- iii. Its Representatives are legally capable, Brazilian, born or naturalized, and / or foreigners in conditions to stay in Brazil for the full period of national participation in the **Program**, and that may exercise managerial activity and establish a company in national territory;
- iv. Its Team members that participate in the international stage, including, at least, one Representative, possesses all documents, visas and regular authorizations to arrive and stay in the United States of America, during STAGE 3. Regarded what is stated at item 8.1, ii, 1, documents may be obtained up until the beginning of STAGE 3;
- v. That the *startup* is registered under CNPJ or not;
- vi. That each Representative and Team member belongs only to a single *startup* registered in **CONECTA PROGRAM**;
- vii. That, among the Representatives, at least one member is or will become shareholder of the *startup*, and that the other Team members have a formal relationship with the *startup*. Formal relationship shall be understood as an employment contract, partnership, agreement, *vesting* or any other document, as long as it is formally executed and complies with the current legislation.
- viii. That among the Representatives, at least one fulfills the weekly compulsory working hours, as well as participates in all of **CONECTA PROGRAM's** face-to-face activities. All Representative shall attend, whenever requested by or **BMGUPTECH** or its partners, bearing all direct and indirect participation costs, such as transportation, food, stay, etc.;
- ix. That at least one Representative is willing and available to take part in **CONECTA PROGRAM** during STAGE 3, to be held in the United States of America. The costs, exclusively related to the international traction shall be borne by **CONECTA PROGRAM**. Expenses related to travelling costs, additional expenses and other expenses are still pending definition by **CONECTA PROGRAM** organization. However, the *startup* must provide all permits and authorizations - including passport and visa requirements - as well as expenses related to internal leisure travel and other expenses. Each *startup* may designate a maximum of two Team members to participate in STAGE 3. The designation will be subject to prior approval by **BMGUPTECH**, which may reduce the number of Team members that will participate in STAGE 3; and,
- x. That the *startup* seeks to validate a market solution or high impact technology relevant to the transportation and logistics sectors.

3.1.1 To enter and keep on participating of **CONECTA PROGRAM**, the *startup* must provide all necessary signatures for the contract to be concluded in accordance with Exhibit I, including that of all representatives, partners of the startups and any possible Consenting Intervening Party.

3.1.1.1 The signatures mentioned in the previous item must be provided virtually, through electronic signatures (*clicksign*), and the e-mail containing the instructions to proceed with

the execution of the Bond will be sent to all parties and Consenting Intervening Parties, from the announcement of the *startups* classified to STAGE 1.

3.1.1.2 All electronic signatures must be obtained up until one (01) business day from the beginning of STAGE 1, so that the *startup* is not disqualified.

3.1.1.3 The *startup* must execute manually, in the maximum of twenty (20) days from the beginning of STAGE 1, the Bond. All signatures must be notarized, and the Bond must be presented to **BMGUPTECH**.

3.1.2 In order to participate in **CONECTA PROGRAM**, the *startup* and Representatives must submit all necessary information for the identification of possible Consenting Intervening Parties, being liable to **BMGUPTECH** and third-parties for any untrue information or omissions.

3.2 In addition to the eliminatory conditions, it is desirable, and will be considered for the evaluation and entry into **CONECTA PROGRAM**, that *startups* comply with the following:

- i. It is desirable that at least one of the Team members has proficiency in the English language;
- ii. It is desirable that the Teams have multidisciplinary entrepreneurs;
- iii. Inform if the Team members or the *startup* are currently taking part or applying to any other similar Program during **CONECTA PROGRAM**, having in mind that the latter expects commitment and dedication to this **Program**.

3.3 The Team and the Representatives must be committed to maintaining, throughout their participation in **CONECTA PROGRAM**, all the requirements established in this Notice, preserving their registration data updated.

3.3.1 Any change must be immediately communicated to **BMGUPTECH** and the agents responsible for the Team. If it represents an irregularity in relation to the terms of this Notice, it must be regularized within the period granted by **BMGUPTECH**, under penalty of exclusion of **CONECTA PROGRAM**, at its sole discretion.

4. REGISTRATION AND PROJECT SUBMISSION

4.1 *Startups* must apply, free of charge, obligatorily, through an electronic registration form, available at conecta.cnt.org.br, until 23:59 (twenty-three hours and fifty-nine minutes), Brasilia time, of the April, 30th, 2018.

4.1.1 No other means will be made available for submitting the registration form, which can't be submitted physically or extemporaneously, otherwise it will be disregarded.

4.1.2 The correct filling of the electronic registration form is the responsibility of Team, under penalty of disqualification.

4.1.3 If, by registration deadline, the Team submit more than one form regarding the same *startup*, only the last form submitted will be considered.

4.1.4 In the case identical *startups* apply, all of them shall be disqualified.

4.1.5 The registration form consists of questions that seek to collect information about the *startup* and the Team, which will support the initial selection process carried out by **CONECTA PROGRAM**.

4.1.6 The Team should also indicate its members, Representatives and which of them will participate in STAGE 1 and STAGE 2 of **CONECTA PROGRAM**, directly in held in the Metropolitan area of Belo Horizonte, MG, Brazil or other location determined by **BMGUPTECH**.

4.1.6.1 Any Team or Representative alterations must be immediately communicated to **BMGUPTECH** and the Teams responsible agents.

4.1.7 Upon completion of the registration, the Team will receive a proof of submission at the email address included in the registration form. During **CONECTA PROGRAM**, all communication with the Team will be made through the indicated email.

4.1.8 Each Team member may participate in only one *startup*. If it is identified that a Team member is a part of more than one *startup*, both will be disqualified.

4.2 Requests for doubts will be received with a minimum of three (03) business days prior to the closing of the registration, in Portuguese, at conecta@bmquptech.com.br

4.2.1 The shared doubts will be answered via e-mail and made public at **CONECTA PROGRAM**'s webiste.

4.2.2 Any modifications in this Notice will be published on **CONECTA PROGRAM**'s website.

5. PROJECT CONTENT

5.1 Each *startup* must submit the information, via the electronic registration form made available at the **Program's** website: conecta.cnt.org.br.

i. It will be considered for the evaluation of the startups, the existence of the following characteristics:

1. Disruptive innovation;
2. Scalability potential;
3. Focused on current challenges;
4. Competitive advantages;
5. Innovative business plan;
6. Evolved utilization;
7. Multidisciplinary team;
8. Partnerships concluded or under negotiations with relevant third-parties;
9. Viability market level.

5.1.1 *Startups* that not present the essential information shall be excluded.

5.1.2 *Startup* subscriptions may have as attachments videos, presentations and complementary documents. All essential information must be on the electronic form.

6. PROJECT SELECTION AND ANALYSIS

6.1 The selection process conduction is the responsibility of **BMGUPTECH** and its partners, and will be carried out by a judging committee, which should assess, in the following order, in subsequent and eliminatory stages:

- i. Fulfillment of all documents and information requested for analysis;
- ii. Qualitative and quantitative evaluation of the criteria explained in this Notice;
- iii. Online interview.

6.2 Additional information and documents may be requested, the non-submission of which may, at the discretion of the judging committee, eliminate the startup;

6.3 The interview will be scheduled by **BMGUPTECH** and its partners, and informed to the members of the Team. The interview should be attended by all members.

6.4 To take part in STAGE 1, **BMGUPTECH** may request additional information and documents, among which:

- i. Personal information (full name, ID, passport, tax number, profession, marital status, address);

7. SELECTION RESULT

7.1 The *startup* selection result will be published at the **Program's** website, in accordance with the following:

PHASE	DATE
Proposals submission	Until 30/04/2018
Project selection and analysis	Until 30/05/2018
Interviews	Until 30/05/2018
Results disclosure (selection from up to 50 Projects)	Until 04/06/2018
Execution of the Bonds	Until 12/6/2018
STAGE 1	From 14/06/2018 to 14/07/2018
STAGE 2	From 15/07/2018 to 14/11/2018
STAGE 3	From 15/11/2018 to 23/12/2018

8. DOCUMENTS TO BE SUBMITTED BY MEMBERS OF SELECTED TEAMS

8.1 Following the disclosure of the results, Representatives of the selected startups will be summoned, within a maximum of three (03) business days, to forward to the e-mail address conecta@bmguptech.com.br the following documents, all valid, under penalty of disqualification:

- i. digital copy of ID valid in the national territory (national foreigner's card, in case of foreigner) and CPF; or
- ii. if any of the Team members does not have an international passport, and is one of the nominees to participate in STAGE 3, must submit a request before the Federal Police, being exclusively responsible for obtaining it until the start date of STAGE 3.
 1. The Team members are exclusively liable for the costs to obtain and maintain all the documents needed for **CONNECTA PROGRAM**;
 2. If, at any time, it is verified that any of the Team members documents are not valid, the participant and *startup* may be immediately disconnected from **CONNECTA PROGRAM**, for noncompliance with internal rules, without any amount being owed or the continuation of acceleration;
 3. In the event of the withdrawal of a participant or *startup*, **CONNECTA PROGRAM** organization may, in its sole discretion, call another *startup*, which will rejoin the program at any stage. The new startup team will be notified to join **CONNECTA PROGRAM** in 10 (ten) consecutive days.

8.2 Additional documents and information about the *startups* and Team members may be requested for analysis at any time during **CONNECTA PROGRAM**. The absence of any information requested may imply, at **BMGUPTECH's** sole discretion, the elimination of the *startup* of **CONNECTA PROGRAM**.

8.3 If the *startup* is declassified or withdrawn of the participation of selected *startups*, occurring up to the fifth business day prior to the date stipulated in subitem 7.1, may, at **BMGUPTECH's** sole discretion be called, in descending order of punctuation at the trial the next *startups*.

9. OBJECTION TO THE NOTICE RESULT

9.1 The results of this Notice are not subject to objection.

10. APPEAL

10.1 The results of this Notice are not subject to appeal.

11. REVOCATION, ANULATION OR MODIFICATION OF THIS CALL

11.1 At any time, the present call may be extended, revoked or annulled, in whole or in part, either by a unilateral decision of **BMGUPTECH** or for reasons of private, public interest or legal requirement, regardless of justification, without this implying a right to indemnity or claim of any kind, whether of the startups, the members of the Team or any third-party.

11.2 **BMGUPTECH** may right to modify the terms of this Notice at any time, including the duration of each Stage, the number of startups selected for each Stage and any other changes.

11.2.1 In any case, the modification of this Notice will not grant any participant the right to withdraw from **CONNECTA PROGRAM**, except when proved, and at **BMGUPTECH's** sole



discretion, that the change makes it impossible for the startup to participate in **CONECTA PROGRAM**.

11.2.2 If the *startup* is or becomes impossible to take part in the **Program**, due to this Notice's modifications, the *startup* shall not be entitled to any sum, modification or termination of the Bond executed before STAGE 1.

11.3 Any modification will be published on **CONECTA PROGRAM's** website.

12 AMOUNTS

12.1 The *startups* participating in the **Program** will be entitled to the traction corresponding to the stage in which they are. In addition, they may receive the following fixed and non-adjustable amounts, in accordance with ATTACHMENT I:

I twenty thousand Brazilian reais (R\$20,000.00) for each *startup*;

II two hundred and ten thousand Brazilian reais (R\$210,000.00) for each *startup*;

III two hundred and thirty thousand Brazilian reais (R\$230,000.00) for each *startup*.

12.1.1 The amounts listed on the item above may be paid to the *startups*.

12.2 *Startups* participating in **CONECTA PROGRAM** immediately commit, irrevocably and irreversibly, to the receipt of the amounts, and to participate in the program, when selected.

13. ATTACHMENTS

13.1 In addition to sections I and II, the present Call Notice includes the following documents:

I. EXHIBIT I – Convertible Bond and **CONECTA PROGRAM** Adherence;

II EXHIBIT II – Terms and conditions

13.2 **BMGUPTECH** reserves the right to settle any conflict between the provisions of this Notice and its attachments or from its attachments, among themselves.

14 JURISTITION

14.1 The parties choose the jurisdiction of the Judicial District of Belo Horizonte to settle any issue arising out of this Notice.

Belo Horizonte, MG, April, 2nd, 2018¹

¹ This Notice is executed in Portuguese and the English translation is used for reference purposes only. In any dispute, the Portuguese version shall prevail.

EXHIBIT I
CONVERTIBLE BOND AND CONECTA PROGRAM ADHERENCE
PAR VALUE: R\$460.000,00 (FOUR HUNDRED AND SIXTY THOUSAND BRAZILIAN REAIS)

By this private instrument, the **PARTIES** listed below, (**STARTUP NAME**), headquartered in the city of (complete address), enrolled in the National Register of Legal Entities (CNPJ/MF number), herein represented in accordance with the company's corporate documents by (complete representative's name), nationality, marital status, profession, ID, CPF, resident (complete address), hereinafter "**ISSUER**" or "**COMPANY**"; and, **POOL BOSSA NOVA INVESTIMENTOS LTDA**, limited liability company enrolled in CNPJ under nº 25.453.024/0001-27, headquartered in the city of São Paulo, State of São Paulo, at Rua Jesuíno Arruda, nº 769, 2nd floor, District of Itaim Bibim, ZIP Code 04.532-082 represented in accordance with the company's corporate documents hereinafter **HOLDER**; and, as **CONSENTING INTERVEINING PARTIES**, the **ISSUERS** members, (complete consenting interveining's name), nationality, marital status, profession, ID, CPF, resident (complete address), as well as (complete consenting interveining's name), nationality, marital status, profession, ID, CPF, resident (complete address), herein designated as "**CONSENTING INTERVEINING PARTIES**".

Issue Date: (date of issuance)

Maturity Date: (maturity date).

On the Maturity Date, or on the date of any early maturity, whichever occurs first, we shall pay the **HOLDER** of this **CONVERTIBLE BOND**, its successor or assignee, as the case may be, in accordance with the procedures described herein, by this single Convertible Bond and **CONECTA PROGRAM** Adherence, into Equity Interest ("**CONVERTIBLE BOND**" or "**BOND**" or "**CONTRACT**") the amount of **R\$460.000,00 (four hundred and sixty thousand Brazilian reais) (PAR VALUE)** in cash or in shares, plus inflation adjustments, in accordance with the conditions herein established.

Belo Horizonte, MG, (date of issuance).

**NAME OF STARTUP
ISSUER**

**POOL BOSSA NOVA INVESTIMENTOS LTDA
HOLDER**

**NAME OF INTERVEINING PARTY
CONSENTING INTERVEINING PARTY**

**NAME OF INTERVEINING PARTY
CONSENTING INTERVEINING PARTY**

CLAUSE ONE: ISSUER'S BUSINESS PURPOSE

1.1 The **ISSUER** business purpose is (describe startup business purpose).

CLAUSE TWO: CONTEXT, PREMISES, RELATIONSHIP BETWEEN THE PARTIES, RIGHT TO RECEIVE EQUITY AND RESSOURCES DESTINATION

2.1 By executing this **CONVERTIBLE BOND**, the **PARTIES** have the common purpose of obtaining successful outcome out of the **ISSUER**.

2.1.1 The **ISSUER** joined **CONECTA PROGRAM**, promoted by **BMGUPTECH** in partnership with the **HOLDER** with the purpose investment and traction to the *startups*, and, by executing this **BOND**, confirms its irrevocable and irreversible acceptance of all the terms and conditions of the **CONECTA PROGRAM** Notice, as well as commits to accept all amounts related to **CONECTA PROGRAM**, in accordance with item **12.2** of the Notice.

2.1.2 The **ISSUER** hereby declares irrevocable and irreversible agreement to grant to the **HOLDER** the right to pay in this **BOND**, making it subject to conversion into the **ISSUER's** capital stock. The receiving option, held by the **HOLDER**, shall be exercised on the Maturity Date of this **BOND**, or on the date of any early maturity, in accordance with the hypothesis set forth herein.

2.1.3 By executing this **BOND**, the **ISSUER** grants the **HOLDER** irrevocable and irreversible right to pay in for it, making it subject to conversion of up to 12% (twelve percent) of capital stock participation, in accordance with the following:

i. Initial payment, in the amount of up to R\$20,000.00 (twenty thousand Brazilian Reais) makes this **BOND** subject to conversion of up to 2% (two percent) of the capital stock of the **ISSUER**, proportionally;

ii. Subsequent payment, independent of the later payment, in the amount of up to R\$210,000.00 (two hundred and ten thousand Brazilian Reais) makes this **BOND** subject to conversion to participation of up to 8% (eight percent) of the **ISSUER** capital stock, proportionally;

iii. Final payment in the amount of up to R\$230,000.00 (two hundred and thirty thousand Brazilian Reais) makes this **BOND** subject to conversion to participation of up to 12% (twelve percent) of the **ISSUER** capital stock, proportionally.

2.1.3.1 In case the **ISSUER** has received investment prior to the date this Notice is made available, respecting the minimum amount of R\$30,000.00 (thirty thousand Brazilian Reais), whose valuation of the **ISSUER**, for the purpose of this investment, was equal or greater than R\$3,000,000.00 (three million Brazilian Reais): **(i)** the amount referred to in item 2.1.3 i, shall not be paid in, nor shall be granted the convertible right established therein; **(ii)** the amount to be paid in, in accordance with item 2.1.3 ii, shall be increased in R\$20,000.00 (twenty thousand Brazilian Reais), and the participation referred to in item 2.1.3 ii, will be reduced by 2% (two percent), so that it will be 6% (six percent) of the **ISSUER's** capital stock; **(iii)** the value to be paid in, referred to item 2.1.3 iii, shall remain the same as provided therein, however, the participation in **ISSUER** capital stock shall be 10% (ten percent).

2.1.3.2 For the purposes of the provisions of item 2.1.3.1, the investment shall be proven by the submission of any private or public instrument, duly executed by all parties and consenting interveners, and/or by the contractual amendment duly registered in the competent authority, expressly stating the investment received and the value attributed to it; in any case, the poof of performance shall be submitted.

2.1.4 The **PARTIES** declare that the payment of this **BOND** shall be made upon the **HOLDER** sole discretion, being due by the **ISSUER** only to grant the **HOLDER** the right to convert into equity the amount previously paid.

2.2 In case the conversion into the **ISSUER**'s share capital are carried out in installments, the further payments shall not dilute the **HOLDERS** equity, acquired due to previous payments, being the **HOLDER** entitled of up to 12% (twelve percent) of the **ISSUER** capital stock, in the case this **BOND** is fully paid in.

2.3 The **ISSUER** has a structured and ongoing expansion project, and shall use what is obtained through this **BOND**, exclusively to achieve and develop its business purpose, in accordance with the physical-financial schedules to be developed in the **CONNECTA PROGRAM**.

2.4 At any time, **HOLDER** shall be entitled to the express remission of the credit held under this **BOND**, in which case the value paid shall not be restituted, neither in shares or any other payment.

THIRD THREE: FORM AND LEGAL NATURE

3.1 This **CONVERTIBLE BOND** was issued privately, dismissing consent, by the **ISSUER**, for its circulation in any manner, including circulation among partners, controlled and controlling companies of the **HOLDER**.

3.1.1 In the event the assignment referred to in the previous item occurs, it shall occur between the **HOLDER** and the assignee, in accordance with Brazilian Civil Code. For all legal purposes, proof of ownership will be granted by this **CONVERTIBLE BOND** alongside with the assignment terms that formalize the assignment.

CLAUSE FOUR: BOND PAY IN

4.1 The payment of this **CONVERTIBLE BOND** shall be made through credits, in national Brazilian currency, and in an bank account held by the **ISSUER**.

4.2 The credits referred to in the previous item will be made through **(a)** Identified deposits; and/or **(b)** transferences between bank accounts; and or **(c)** Electronic Fund Transfers (EFT), always under sole discretion of the **HOLDER**, in the bank account held by the **ISSUER**, maintained in Bank name and number, Account number, Agency number.

4.3 The credits referred to in item **4.1**, if they occur, shall be made through installments and in accordance with the schedule yet to be developed by the **Parties**.

4.4 This **BOND** may also be paid in before or after the dates scheduled, regardless of the consent of the **ISSUER** or its selection to the following phases of **CONNECTA PROGRAM**, at the sole discretion of the **HOLDER**. The payment of this **BOND** shall entitle the **HOLDER** the right to convert into capital stock, in accordance with the terms herein.

CLAUSE FIVE: INFLATION AJUSTMENT THE PAR VALUE

5.1 The **PAR VALUE** of this **CONVERTIBLE BOND** shall be duly adjusted in accordance with IPCA (Índice de Preços ao Consumidor Ampliado), published by IBGE, from the respective payment dates, until the actual payment in Shares or cash, as defined below.

5.2 In addition to the adjustment mentioned above, up until the payment in Shares or cash, the **PAR VALUE** of this **CONVERTIBLE BOND** will be adjusted, considered the amount corresponding to the equity subject to conversion by the **HOLDER**, multiplied by the net income of the **ISSUER**, when positive. If **ISSUER**'s net income is negative, no adjustment shall apply.

5.2.1 For the purposes of the item **5.2**, the **ISSUER**'s net income shall be assessed at the minimum possible periodicity, and shall be reckon for the purposes established herein, even if not distributed to the **ISSUER** members.

5.2.2 In the event of a positive result ascertained by the **ISSUER**, it undertakes that the amount of the adjustment shall be directly poured to the immediate amortization of this **CONVERTIBLE BOND**, in order to keep the **PAR VALUE** adjusted by IPCA rates, only.

CLAUSE SIX: GUARANTEES

6.1 This **CONVERTIBLE BOND** is not secured, whatsoever, by any guarantees.

CLAUSE SEVEN: PAYMENT

7.1 On the following "**Payment Hypothesis**", the **HOLDER** shall receive the value of this **CONVERTIBLE BOND** in **Shares** (ordinary, nominatives and without par value), issued by the **ISSUER**, in the terms herein stated:

7.1.1 on Maturity Date; or

7.1.2 on the date of any early maturity, if:

a) the **HOLDER** wishes to convert its credit, totally or partially, into shares of the **ISSUER** capital stock;

b) the **ISSUER**'s controllers accept an tender offer, giving up direct or indirect company control, in accordance with the Brazilian Corporate Act (Lei nº 6.404/1976) (**Change in Corporate Control**);

c) the **ISSUER** receives a bidding offer of contribution to capital, increasing the capital of the company in at least R\$1,000,000.00 (one million Brazilian Reais), and respecting a minimum valuation of R\$6,000,000.00 (six million Brazilian Reais) (**Qualified Investment**); or

d) Initial Public Offer of the **ISSUER** ("**IPO**" e, alongside with **Change in Corporate Control** e **Qualified Investment**, "**Liquidity Events**");

7.2 If the **HOLDER** wishes to convert its credit into equity, according to item 7.1.2 a, **HOLDER** shall communicate the **ISSUER**, through e-mail and or written notice, delivered or posted, its intention, 30 (thirty) days before the payment is due.

7.3 The **ISSUER** shall communicate the **HOLDER** through e-mail and notice delivered or posted: **(i)** at least 30 (thirty) days before Maturity Date, as listed in item **7.1.1**; **(ii)** within 10 (ten) days after receiving a binding offer that implies **Change in Corporation Control**, as listed in item **7.1.2 b**; **(iii)** within 10 (ten) days after the **ISSUER** receives a bidding offer of contribution to capital, in accordance with **Payment Hypothesis** item **7.1.2 c**; **(iv)** within 10 (ten) days of operating an **IPO**, in accordance with **Payment Hypothesis** item **7.1.2 d**.

7.4 Within 10 (ten) days after receiving an notice, under items **7.2** or **7.3**, the **HOLDER** shall decide between: **(i)** the conversion of the credit of this **CONVERTIBLE BOND** into **ISSUER**'s shares, in which case the latter shall provide all necessary means to carry out the conversion, in a way that the **HOLDER** will be a shareholder of the **ISSUER**; or **(ii)** the full remission of the credit coming from this **CONVERTIBLE BOND**, irrevocably and irreversible, granting the **ISSUER** irrevocable and irreversible release, not to further claim or complain, in court or otherwise, regarding the payment in shares or cash, as well as its resignation, with the **ISSUER** as sole responsible for all the taxes arising from it.

7.4.1 In any case set forth in item **7.1.2**, prior to Maturity Date, or even if prior to the end of **CONECTA PROGRAM**, the **HOLDER** shall be entitled to convert the total of granted shares, meaning 12% (twelve percent) of **ISSUER**'s capital, through full payment of the **PAR VALUE**.

7.5 For the purpose of the Payment in Shares:

(i) The final value of this **CONVERTIBLE BOND** to be considered for the purpose of the Payment in Shares shall correspond to the **PAR VALUE** inflation-adjusted, regarded any new expressly executed agreement between the **PARTIES**.

(ii) The number of shares to be delivered to the **HOLDER** shall be up to 12% (twelve percent) of the **ISSUER'S** capital at the time of the conversion. The amount of shares to be granted to the **HOLDER**, if it results to a fraction, shall be rounded up to the nearest whole number.

7.5.1 In the event that the **ISSUER** does not perform the Payment in Shares due to non-compliance with its obligation herein, the **HOLDER** shall be entitled to specific performance, meaning to pledge the conversion of its credits into Shares.

7.5.2 The Payment in Shares is not bound and shall occur regardless of any approval or further condition, by the **HOLDER** and/or its members and partners, or the **ISSUER** and/or its shareholders.

7.5.3 In any **Payment Hypothesis**, the **ISSUER** shall notify the **HOLDER** to receive the Shares in accordance with the procedures set forth above.

7.5.4 The **ISSUER** is obliged to, irrevocably and irreversibly, once a **Payment Hypothesis** takes place, and having the **HOLDER** declared its interest in the conversion into shares, within forty five (45) days from the receipt of notice, acting accordingly to assure and bearing all costs related to (i) issue shares; and (ii) register the Shares' transfer to the **HOLDER**, in the respective **ISSUER'S** books or articles of amendment, in order to ensure the terms of this **BOND**.

7.6 In the event of Payment in Shares, the shareholders, the **HOLDER** and the **CONSENTING INTERVEINING PARTIES** commit to execute the **ISSUER** shareholders' agreement and amendments, that shall provide the minimum guarantees set forth in the following item. The **ISSUER** shall file it in its headquarters.

7.7 The **PARTIES** agree that, from the execution of this **BOND**, and up until the execution of the Shareholders' Agreement, the following minimum rights shall be granted to the **HOLDER**. Such minimum rights shall be restated in the Shareholders' Agreement, and will include:

7.7.1 Affirmative Vote. The subject matters set out below require the approval of the **HOLDER**: (i) issuance of new Shares, and or executing any binding document related to it; (ii) entering into any loans; (iii) issuance of any bonds; (iv) provide guarantees to third parties; (v) acquisition or disposal of any of the **ISSUER'S** permanent assets; (vi) amendment of the business purpose; (vii) conclusion, amendment and termination of agreements of the **ISSUER** with shareholders or managing directors, employees, representatives of the Company or the spouses; (viii) disposal or acquisition of shares or any rights in the Stock Capital of any company in which the **ISSUER** holds participation;

7.7.2 Managing Board. At any time, the **HOLDER** may notify the **ISSUER** to create a **Managing Board**, whose three (3) members are appointed according to: (i) one member shall be appointed by the **HOLDER**, and such member shall have Affirmative Vote in certain matters within the competence of the **Managing Board**; (ii) the second member shall be appointed by the shareholders; and (iii) the third member shall be appointed by mutual agreement between the **HOLDER** and the shareholders of the **ISSUER**. The **Managing Board's** decisions shall be binding, and taken by the majority of the votes.

7.7.2.1 Board of Directors. The **ISSUER**, upon **HOLDER'S** request shall create the **Board of Directors**, whose three (3) members shall be appointed in accordance with item 7.7.2.

7.7.3 Preemptive Right. In the event that the founders of the **ISSUER** or any other shareholder, including the **HOLDER**, wishes to dispose or transfer its Shares to a third party, it will be granted to the remaining shareholders, including the **HOLDER**, the **Preemptive Right** to acquire the offered Shares, on the same terms and conditions;

7.7.4 Tag Along. In the event that the **ISSUER's** founders receive, and wishes to accept an offer to dispose, directly or indirectly, its shares, weather in a single operation or a series of related transactions, the **HOLDER** may, under its sole discretion, demand that its shares are included alongside with the supplied shares, proportionally;

7.7.5 Full Acquisition by Third Party. In addition to the **Preemptive Right**, in accordance with item **7.7.3**, that may be exercised within 30 (thirty) workdays from the recipe of notice, as well as the possibility that the shareholders appoint a Third-Party to exercise the **Preemptive Right**, if the **HOLDER** receives an offer to sell all of its shares, and such offer is conditioned to the acquisition of all the other **ISSUER's** Shares, the other shareholders shall also sell all of its shares, under the same terms and conditions, as well as take all necessary measures for the transfer to occur.

7.7.6 Right of Dissent. The **HOLDER**, at any time, may sell its shares or right to acquire shares to the **ISSUER** itself, or to any of the founders, for the global price of one Brazilian real (R\$1,00), and **ISSUER** and founders are obliged to acquire such shares, if requested by the **HOLDER**;

7.7.7 Right of Dissent in New Investment Rounds. In the event that the **HOLDER**, in accordance with item **7.7.1**, approves the issuance of new Shares, or any other operation that causes the dilution of its participation or future participation, enabling a new investment round, and the **HOLDERS** Valuation is higher for the purpose of this clause, the **HOLDER** shall be entitled to demand, as a condition that must be accepted by the new investors, that the percentage of the contribution for the new investment round shall represent the acquisition of the **HOLDER's** participation on the **ISSUER's** stock. The same Valuation as the new investment round shall be considered. Such percentage may be, as defined by the new investor, up to the limit of the proportional to the **HOLDER's** participation or right to participate in the **ISSUER's** capital stock, at the moment in which the **HOLDER** has paid in this **CONVERTIBLE BOND** or permanently interrupted the investment. The formula to such event is:

$$\text{OASP} = \text{NP} \times \text{PPSP}$$

(i)OASP shall be understood as – *obligation of new investor to use part of the capital contributions to acquire part or all the participation or right to participate of the **HOLDER** in the **ISSUER**;*

(ii)NP shall be understood as – *new contribution to capital, in which the Valuation of the **ISSUER** is superior to the Valuation previously established.*

(iii) PPSP shall be understood as – *participation percentage or right to participate of the **HOLDER** on the **ISSUER**, at the moment in which all the investment is carried out or if its interrupted;*

7.7.7.1 For the purpose of this item, the **ISSUER's** Valuation is: **(i)** one million Brazilian Reais (R\$1,000,000.00), if the **ISSUER** receives the amount specified in item **2.1.3, i**; **(ii)** three million and five hundred thousand Brazilian Reais (R\$3,500,000.00) if the amounts specified in item **2.1.3, i** and **ii** are paid to **ISSUER**; and **(iii)** five million seven hundred and fifty thousand Brazilian Reais (R\$5,750,000.00 in the event that the **ISSUER** receives the amount specified in item **2.1.3, iii**;

7.7.7.2 If the **ISSUER** has proven prior investment, in accordance with item 2.1.3.1, the **ISSUER's** Valuation shall be considered **(i)** three million eight hundred and thirty three thousand three hundred and thirty three Brazilian Reais and thirty three cents (R\$3,833,333.33), when the **ISSUER** is made available the amounts specified in items 3.1.3, I and ii, in accordance with item **2.1.3.1**; and **(ii)** five million seven hundred and fifty thousand Brazilian reais (R\$5,750,000.00) if to the **ISSUER** is made available the amount specified in item 2.1.3, iii;

7.7.8 No-compete Clause. The founders, while directors and/or shareholders of the **ISSUER**, and for a period of 3 (three) years after the full disposal of its shares, may not carry out activities or help a Third-Party to do so, if such activities compete or imply a conflict of interests with the business purpose of the **ISSUER**, being subjected to penalties;

7.7.9 Non-dilution. If the **ISSUER's** shareholders receive an investment offer from a Third-Party, and the offer's Valuation is less than the amount set forth in Item **7.7.7**, even if the acceptance of the offer does not imply the issuance of new shares and the entry of new shareholders, the **HOLDER** is entitled to, alternatively, **(i)** veto the acceptance of the offer, in accordance with item **7.7.1**; **(ii)** approve the offer, in which case the **ISSUER** shall issue, Shares, with the symbolic value of one Brazilian Real (R\$1.00), that shall be transferred to the **HOLDER**, in order to preserve its participation on the **ISSUER's** capital;

7.7.10 Shareholders' Liability. In the event that the shareholders of the **ISSUER** have personal liabilities and its shares are levied, the remaining shareholders and the **HOLDER** are entitled to **(i)** exercise its **Preemptive Right** in the proportion of one's shares, regarding the shares to be levied; or **(ii)** liquidate the shareholders debtor shares, based on the **ISSUER's** wealth and the date of termination, verified by balance sheet made for this purpose;

7.7.11 Legal Relationship. The **HOLDER** does not have any executive and/or administrative role on the **ISSUER** and won't have any relationship, specially an employment relationship, with the **ISSUER**.

7.7.12 Supervision. Alongside with the under **CONECTA PROGRAM**, the **ISSUER** is accountable to the **HOLDER**, granting unlimited access to its bank statements, invoice, taxes, payment receipts, etc. The approval of the accounting records will depend on the fidelity and detainment of the balance sheets made within the schedule.

7.7.13 The **HOLDER** may, at any time, appoint the Chief Financial Officer, who shall be entitled to: perform all the financial transactions (checks, transactions, payments, bond issue, etc.) alongside with an **ISSUER** representative; participate the Directors Meetings; 1 (one) vote at the **ISSUERs** Director Meetings;

7.7.14 The **HOLDER** is entitled to convert its common shares into preferred shares, at any time, in case of a public offer of the **ISSUER's** shares, in the proportion of one common share to one preferred share.

7.8 The **Payment Hypothesis** in cash are only those described in Clause 8 and are exceptional, and shall happen only after concrete, definitive and unquestionable achievement of any of the hypothesis listed hereunder.

CLAUSE EIGHT: ACCELERATION OF MATURITY WITH CASH PAYMENT

8.1 This **CONVERTIBLE BOND HOLDER** shall accelerate the maturity of This **BOND** and demand the immediate payment by the **ISSUER** of the Per Value of this **BOND**, in cash, in case of any of the following events:

(i) noncompliance, by the **ISSUER**, of any non-pecuniary obligation set forth herein that is not remedied within 30 (thirty) days of the reception of the notification sent by the **HOLDER**, through notification passed before a notary public;

(ii) stock issue of the **ISSUER**, not in compliance with items **13.1.(v)** and **7.7.1**;

(iii) change in corporation control of the **ISSUER**, with the exception if its in accordance with item **7.1.2** or **13.1**;

(iv) spin-off or capital stock reduction not resulting from offer in accordance with item **7.1.2** or item **13.1**;

(v) if the **ISSUER**: (a) is adjudicated a bankrupt; (b) file for bankruptcy; (c) file the reorganization plan, confirmed or not; (d) dissolution or liquidation;

(vi) the **ISSUER** stop performing or do not perform the stock issue, in accordance with the hypothesis of **Clause 7**;

(vii) the **ISSUER** is shut down from **CoNecTa PROGRAM**, by any reason, except if the **ISSUER** is no selected to the next Stage.

8.2 Unless the **HOLDER** declares, by written statement, that will accelerate the maturity of this **CONVERTIBLE BOND**, this **BOND** shall come due in accordance with the item above and the **HOLDER** shall communicate the **ISSUER** to, within 60 (sixty) days, to notify how the debt of this **CONVERTIBLE BOND** will be performed. The value of the debt shall include adjustments, interest for late payment, and eventual withholding tax, which may be paid by 24 (twenty four) consecutively monthly installments (**Cash Payment**).

8.3 In the event of accelerated maturity of this **CONVERTIBLE BOND**, in accordance with the previous item, the **ISSUER** obliges to pay the Per Value of this **BOND**, including adjustments and interests for late payment, calculated from the date of the capital contribution to the payment of this debt, as well as any other overdue amount by the **ISSUER**, in accordance with the terms herein and a non-compensatory fine equivalent to 10% (ten percent) of the amount due to the **HOLDER**. The payment shall be performed in accordance with item **8.2**.

CLAUSE NINE: PLACE OF PAYMENT

9.1 The payments related on this **CONVERTIBLE BOND** shall be performed by the **ISSUER** directly to the **HOLDER** by wire transfer, in national currency and in a bank account previously informed and in accordance with item **9.2**

9.2 The payments shall happen in accordance with the conditions set forth in the **Clause 8**. Nevertheless, the **HOLDER** is entitled to receive the amount set forth in this **BOND** in shares, in accordance with **Clause 7**, even in the hypothesis of **Clause 8**.

9.3 Item **9.1** also applies to the payments under the circumstances of item **5.2**.

CLAUSE TEN: LATE PAYMENT

10.1 In case of late payment of any amount due to the **HOLDER**, the amount due shall be subject to (i) interests rate of one percent (1%) per month, due from the maturity date up to the date of their actual and full payment, over the unpaid amount, regardless of any notification or warning; and (ii) non-compensatory fine for late payment of two percent (2%) of the amount in delay

CLAUSE ELEVEN: TERM EXTENSION

11.1 The deadlines of any obligation related to this **BOND** shall be extended to the first working day thereafter, when term occurs on a non-business day at the Place of Payment. The extension does not add any interest whatsoever, to the overdue amount.

CLAUSE TWELVE: FACULTATIVE ACQUISITION

12.1 The **ISSUER** is not under any circumstances entitled to buyback of this **CONVERTIBLE BOND**, at any time.

CLAUSE THIRTEEN: ISSUERS OBLIGATIONS

13.1 Apart from other obligations set out in this **BOND** and the Notice, the **ISSUER's** obligations are as follows:

(i) pay and be answerable for all costs related to: (a) the issuing of this **BOND**, included, but not limited to the publishing, demanded in its organizational documents or legally required; (b) preparing and publishing all documents needed to the performance of the issuing; (c) hire legal and/or financial advisors; and (d) other measures required for the issuance and maintenance of this **CONVERTIBLE BOND**, as well as its negotiation;

(ii) provide all information reasonably required by the **HOLDER**, including but not limited to the evolution regarding key factors to the business plan;

(iii) pay and be answerable for all taxes or contributions related to this **BOND**, including taxes;

(iv) notify the **HOLDER** about all events that may affect negatively the **ISSUER's** ability to perform the obligations herein, as well as any fact or event that may result in an accelerated maturity hypothesis or related to the exercise of any right granted to the **HOLDER**, especially regarding the option to convert in shares set forth herein;

(v) communicate, in written, the intention to issue other Convertible Bonds, or to increase capital, informing the terms and conditions of the new issuance of convertible bonds or the capital increase. The **ISSUER** shall grant the **HOLDER** the right to subscribe and pay in the new Convertible Bonds and if it's a capital increase, proportionally to its virtually detained equity, considering the conversion of this **BOND**. The rights granted by this item may be assigned, individually or jointly, in accordance with **Clause 3**.

(vi) guarantee that the founders, while directors and or shareholders, and for a period of 3 (three) years after the full withdraw, shall not carry out activities or help a Third Party to perform activities that may be considered as a conflict of interests with the business purpose of the **ISSUER**, subject to a penalty.

(vii) the **ISSUER** and **CONSENTING INTERVEINING PARTIES** shall register the company under CNPJ before the first day of STAGE 2, subjected to the measures set forth in the Third Clause of the Notice;

(viii) inform all future investors of the terms of this **BOND**, acknowledging its liability related to any losses resulted from the delay or noncompliance to do so.

13.2 Upon communication, in accordance with item **13.1 (v)**, the **HOLDER** must expressly notify its intention to exercise its Preemptive Right in up to 60 (sixty) days from the receipt of the communication. If the **HOLDER** does not exercise its Preemptive Right, the **ISSUER** is allowed to issue convertible bonds and/or increase its capital by subscription and payment.

CLAUSE FOURTEEN: INFORMATIONS

14.1 The **HOLDER** may monitor the occurrence of facts that may accelerate the maturity of this **BOND**, by requesting the **ISSUER**, by e-mail and/or written communication. The **ISSUER** shall facilitate the access of the **HOLDER** to the documents, information and dependencies, to comply with the rights set forth herein.

CLAUSE FIFTEEN: OTHER PROVISIONS

15.1 The **HOLDER**, the **ISSUER**, and the **CONSENTING INTERVEINING PARTIES** of this **CONVERTIBLE BOND** mutually agree and oblige to keep safe and confidential this **BOND** and all information and documents, as well as activities, such as, but not limited to, financial sheets, commercial information, systems, methods, projects, plans, etc. Any failure any failure to comply with any obligation hereunder, subjects the guilty Party to pay losses and damages incurred by the other Party.

15.2 The **ISSUER** acknowledges this **CONVERTIBLE BOND** constitutes an extrajudicial enforceable instrument, in accordance with code of civil procedure. For the purposes of this **BOND**, the **HOLDER** and the **INVESTOR** shall, under its sole discretion, demand specific performance of the obligations herein, in accordance with articles 497, 806, 814 and 815 of the above mentioned legislation.

CLAUSE SIXTEEN: ARBITRATION CLAUSE

16.1 The construction of this Agreement and all matters arising from or connected with it shall be governed by and construed in accordance with the laws of Brazil.

16.2 Any dispute arising out of this **BOND** shall be settled by arbitration, to be held in accordance with the arbitration regulations of the CAMINAS (Câmara Mineira de Arbitragem) regulations, definitively.

16.2.1 The parties agree that the procedure shall be conducted by one arbitrator, to be appointed in accordance with CAMINAS, with the right of justified refusal by Parties.

16.2.2 The arbitration procedure shall take place in Belo Horizonte – MG, Brazil, in the headquarters of the arbitration chambers set forth above, and shall be conducted in Portuguese, confidentially.

16.3 Any arbitration decision shall be definitive and constitute a binding obligation to the **PARTIES**, and is not subject to any appeal, ratification or legal measure.

IN WITNESS WHEREOF, the Parties execute this Agreement in one only original version, in the presence of the witnesses identified below.

Belo Horizonte, MG, (date of issuance).

**NAME OF STARTUP
ISSUER**

**POOL BOSSA NOVA INVESTIMENTOS
LTDA
HOLDER**

**NAME OF INTERVEINING PARTY
CONSENTING INTERVEINING PARTY
WITNESSES:**

**NAME OF INTERVEINING PARTY
CONSENTING INTERVEINING PARTY**

**NOME:
CPF:**

**NOME:
CPF:**

¹ This Agreement is executed in Portuguese and the English translation is used for reference purposes only. In any dispute, the Portuguese version shall prevail.

EXHIBIT II – TERMS AND CONDITIONS TO PARTICIPATE CONECTA PROGRAM

1. SUPORT TO SELECTED PROJECTS

1.1 The **CONECTA PROGRAM** will support selected *startups* through:

- a) Investments in participant *startups*;
- b) Traction carried out by market connection methodology, mentorship and business traction;
- c) Promotion and incentive to carry out events to monitor the execution of the projects and to bring the participants closer to local *startups* ecosystem;
- d) Mentorship with specialists.

1.2 The participant *startups* commit to dedicate themselves, in accordance with this Notice, complying with all the requirements hereby established, as well as granting, under the terms of this Notice and ATTACHMENT I, the right of credit convertible in equity participation.

1.3 The Program activities, during STAGE 1 and STAGE 2, will be held in the Metropolitan Area of Belo Horizonte, MG or any other place, under sole discretion of **BMGUPTECH**, and will be developed in Portuguese and/or English, to be defined by **CONECTA PROGRAM** managing team.

1.4 Face-to-face activities will demand the attendance of, at least, one of the *startups'* Representatives. **BMGUPTECH** and the traction team can also demand the presence of all of the Team members, at its sole discretion, to certain activities.

1.5 **CONECTA PROGRAM** will have and define mandatory activities to be fulfilled by each *startup*.

1.6 The application to participate in **CONECTA PROGRAM** implies irrevocable and irreversible agreement to the entirety of this Notice.

2. GENERAL GUIDLINES FOR PARTICIPATION IN THE PROGRAM

2.1 Participation in the Program will be formalized by means of execution, with online and manual signatures, of ATTACHMENT I, to be signed by the *startup*, its Representatives and eventual Intervening Consenting Parties.

2.2 Obtaining an appropriate visa is required for applying and participating in **CONECTA PROGRAM**. The formalization of foreign entrepreneurs is to be obtained by the *startups*, and it will be the responsibility of the participant to obtain the visa, being eligible for disqualification of the **CONECTA PROGRAM**, if he cannot get it.

2.3 Likewise, obtaining a proper visa to the United States of America, where STAGE 3 will be held, is a requirement. The *startup* is the sole responsible to do so, being eligible for disqualification of the **CONECTA PROGRAM**, if it does not comply with the obligation.

3. PROJECT MONITORING AND ACCOUNTABILITY

3.1 **CONECTA PROGRAM** will monitor and evaluate the selected *startups* with performance indicators and examining boards set up for this purpose.

3.2 **CONECTA Program** reserves the right to promote technical visits, schedule meetings and request any technical and financial information necessary to:

- a) monitor the implementation of projects;
- b) attest the veracity of reported activities and events;
- c) control and monitor the use of the granted financial incentive;
- d) monitor the participation of members of project teams in program activities.

3.3 After the conclusion of participation in the program, **BMGUPTECH** may requests any technical and financial information necessary to verify compliance with the conditions set out in the terms of the agreement entered into with the participants.

3.4 Documents of financial and economic proof may be requested from the startup that is generated or developed in the **CONECTA PROGRAM**.

4. TRANSPARENCY AND IMAGE USE

4.1 Program participants and the Team Members authorize **BMGUPTECH** or other entity designated by it, as of the submission of their projects, to use and distribute written and audiovisual material about themselves and about their projects, in order to publicize the program, the *startup* and team members.

4.2 During program participation, the entrepreneurs undertake to:

- i. Provide information to **BMGUPTECH** about *startup* activities;
- ii. Support and attend **CONECTA PROGRAM's** events in order to promote the *startups* results;
- iii. disseminate the results and contents of their projects as required by the program;
- iv. promote the program, in order to make its contribution notorious to the implementation of their projects;
- v. participate in researches, prepare reports or provide any other information about the results of their projects, when requested by **BMGUPTECH**.

4.3 The Team members undertake, for a period of five (5) years following the end of their participation in the program, to participate in research and to provide information on the development, results and impacts of its projects, when requested by **BMGUPTECH**.

5. INTELLECTUAL PROPERTY AND EQUIPMENT RIGHTS

5.1 *Startups* may, at its sole discretion, arrange for the registration of the rights related to intellectual property, trademark, etc., in Brazil and abroad, resulting from its activities, conducting the procedure and bearing the expenses thereof.

5.1.2 *Startups* and Team Members authorize the use of its marks, names and figures, for all purposes of **CONECTA PROGRAM** and any related activities.

5.2 The Representatives shall keep **BMGUPTECH** informed of the entire process of the records referred in the previous item.

6. SUSPENSION AND TERMINATION OF PARTICIPATION

6.1 **BMGUPTECH** may decide to suspend the participation of certain member or *startup* for one (1) month at maximum, if it finds the occurrence of a transitory fact whose severity prevents the normal implementation of the project or the achieving of minimum participation requirements.

6.2 **BMGUPTECH** may decide to exclude a certain member of the Team or *startup* of **CONECTA PROGRAM**, without prejudice to other appropriate measures as well as any amount being due to the *startup*, members of the Team or any third-party, by a unilateral decision and not subject to appeal, if it is found:

- a) implementation is unsatisfactory;
- b) that one of the team members fully or partially breached their obligations;
- c) that is not possible to fulfill all the participation requirements of the Program, including in relation to the financial schedule drafted alongside with the traction team;
- d) that the startup has requested or had against it a request for bankruptcy or legal action;
- e) an irregularity that prevents its members from constituting, participating in or administering a company, or that presents an irregularity that prevents its members from remaining in Brazil during STAGE 1 and STAGE 2, or to participate in STAGE 3 (international) of the **CONECTA PROGRAM**.

6.3 The Representatives may request the early termination of participation in the program in the following cases:

- a) infeasibility of project implementation;
- b) inability to achieve expected results;
- c) supervening law, act or fact which makes project implementation substantial or legally infeasible or impractical;
- d) failure to meet minimum participation requirements;
- e) inability to provide the necessary funds at the minimum counterpart.

6.4 The early termination mentioned in the above subsection shall be considered from the date of its approval by the **BMGUPTECH**, and the right of credit convertible in equity participation will last for five (5) years, in accordance with the received value.

7. GENERAL PROVISIONS

7.1 It is the sole responsibility of each Representative to adopt all measures involving permits and special approvals, of ethical or legal nature, required for the implementation of their *startup*.

7.2 Participants shall be liable for all damages resulting from the implementation of their projects, and **BMGUPTECH** shall have no liability for damages caused to third-parties.

7.3 It will not be established, as a result of the activities of the *startup*, any employment, tax or social security relationship between **BMGUPTECH** and any partners of the **CONECTA PROGRAM** and the *startup*, members and Representatives of the Team.

7.4 **BMGUPTECH** reserves itself the right to settle any case of omissions and situations not predicted in this Section.

7.5 Any exceptional situation arising from the Notice shall be settled by **BMGUPTECH**.

¹ This Agreement is executed in Portuguese and the English translation is used for reference purposes only. In any dispute, the Portuguese version shall prevail.