

PRIVATE INSTRUMENT OF INDEMNITY COMMITMENT

By this private indemnity pledge instrument ("Agreement"), the parties:

A. IDEIASNET SA, a publicly-held company, established in accordance with the laws of Brazil, headquartered at Rua Visconde de Pirajá nº 495, sala 901-parte, in the City and State of Rio de Janeiro, registered with National Registry of Taxpayers - CNPJ/ME under number 02.365.069/0001-44, hereby represented in accordance with its Bylaws ("Company"); and, on the other hand,

B. **[NAME]**, *[nationality, marital status, profession]*, holder of identity card n ° [•], issued by [•], registered at Brazilian Register of Individual Taxpayer - CPF/ME under n ° [•], resident and domiciled at [•], CEP [•], City [•], State [•], as the Company's [Director / Officer] ("Beneficiary" and, together with the Company, "Parties"),

RECITALS

WHEREAS, in [•], the Beneficiary was elected to the position of **[member of the Board of Directors/Officer]** of the Company and, in [•], he took possession of that position;

WHEREAS the exercise of the functions attributed to the Beneficiary by virtue of the exercise of its activities may result in the attribution of liabilities that imply the imputation of payment obligations of various kinds by the Beneficiary, to which the Beneficiary would not be subject if the Beneficiary did not exercise the position of **[Director / Officer]** of the Company;

WHEREAS the civil liability insurance for managers and officers hired by the Company under the terms of Insurance Policy number 03.10.1.001125 on 01.03.2019 ("D&O") has limited coverage, exposing the Beneficiary to the risk of, in certain circumstances, personally bear, among other obligations, costs and expenses related to management, arbitration and judicial procedures, including investigative ones, in Brazil and abroad, which aim to hold the Beneficiary liable for the exercise of its functions within **[the Board of Directors / Executive Board]** of the Company;

WHEREAS, as a way of creating market incentives compatible with the function performed, the Company, through the approval of the General Shareholders' Meeting, decided to provide effective conditions for the members of the Board of Directors, as well as the members of the Executive Board can perform their duties with greater security, and undertakes, within the legal limitations, to keep them indemnified, in a complementary manner, in cases not covered by D&O or another insurance policy contracted by the Company, both during the term of their mandate and after its termination;

WHEREAS, the Company invests and divests in other companies ("Investee Companies"), whose acts may impact the Company's managers, whether or not they are managers of such Invested Companies;

RESOLVE the Parties to enter into this Agreement, which is governed by the following clauses and conditions:

1. INDEMNITY

1.1. The Company commits, in addition to the existing insurance agreements, to guarantee the payment of any and all expenses that may prove to be claimed by the Beneficiary, including for amounts that the Beneficiary is required to pay due to complaints, inquiries, investigations, lawsuits or procedures (judicial, arbitration or management), judicial blocks, pledges, kidnappings or any other type of restriction of assets or values, in Brazil or any other jurisdiction, of any nature (including labor, social security or tax) ("Processes"), which aim to assign any liability to the Beneficiary for management acts performed exclusively in the exercise of his function as [Director / Officer] of the Company or an Invested Company, or as a result of disregarding the legal personality of the Company or of an Invested Company, observing the procedures and conditions provided for in this Agreement to.

1.2. The Beneficiary will be fully guaranteed and kept indemnified by the Company with respect to any effects of all Processes that originate in management acts, thus considering the decisions made in accordance with good faith and aiming at the Company's social interest ("Management Act").

1.3. For the purposes of Clause 1.1. above, the indemnification obligation hereby established includes any and all amounts and obligations arising from the Proceedings, including any losses, costs, charges, losses and damages, expenses, sentences, agreements, liabilities, fines, penalties, demands and demands of any nature, judicial blockages, liens, kidnappings or any other type of restriction of assets or values, as well as any and all costs and expenses related to the Beneficiary's defense, including attorney's fees and costs and other reasonable professional fees ("Losses") that the Beneficiary suffers, incurs or may be subject.

1.4. If, at any time, the Beneficiary is unable to sell, transfer, lease, pledge or use in any way any asset or right owned by him, or withdraw or debit any amount from his current account due to a judicial block, attachment or any other type of restriction related to a Process that may result in an Indemnifiable Loss under the terms of this Agreement, the Company must take all necessary measures, including offering any and all guarantees, deposits and necessary assets, to enable the release of the respective restriction. If the Beneficiary has paid any costs, offered any guarantees or assets or made any deposits to enable the restriction to be released, the Company must reimburse any and all costs and/or expenses incurred by the Beneficiary accordingly and duly proven within 15 (fifteen) business days from the decision of the Board of Directors or the General Shareholders' Meeting, as the case may be, pursuant to Clause 4.8.1.

1.4.1 The Parties agree that the impossibility of selling, transferring, leasing, granting in guarantee or using in any way any asset or right owned by the Beneficiary solely because the Beneficiary has become part of a Process that aims to impute liability to the Beneficiary for acts of management of the Company does not create an obligation for the Company to indemnify him for loss of profits, loss of business opportunity, interruption of professional activity, moral damage or indirect damage, pursuant to Clause 4.10.

1.5. The Company's Board of Directors or the General Shareholders' Meeting, as the case may be, will be liable for assessing whether the act of the manager falls within one of the exclusions mentioned in Clause 2 of this Agreement, pursuant to Clause 4 of this Agreement.

1.6. It is forbidden to participate in the meetings or discussions of the Board of Directors regarding the approval of the payment of the amounts as indemnity dealt with in this Agreement, the managers who are claiming the said amounts, in compliance with the provisions of article 156, caput of Law No. 6.404/76 ("Brazilian Corporation Law").

2. EXCLUSIONS

2.1. The indemnification obligation provided for in this Agreement will not be applicable when, evidently, any of the following hypotheses occurs: (i) the Loss is fully covered by D&O or another insurance policy in force contracted by the Company, provided that the values of the policy are effectively received by the Beneficiary at the time that implies or results in Losses to the Beneficiary, pursuant to this Agreement; (ii) there is a proven practice of bad faith, fraud, serious guilt or fraud on the part of the Beneficiary; (iii) the act was performed by the Beneficiary in its own or a third party's interest, to the detriment of the Company's social interest; and (iv) the act was performed by the Beneficiary outside the exercise of its duties.

3. TERM

3.1. This Agreement will be effective from this date until the following events occur, whichever is the last: (i) the end of the 10th (tenth) year after the date on which the Beneficiary ceases, for any reason, to exercise position of [Director / Officer]; (ii) the expiry of the period necessary for the final decision of any Process to which the Beneficiary is a party; or (iii) the expiration of the statutory period for events that may generate the indemnification obligations by the Company, as provided herein.

4. LOSS PAYMENT PROCEDURE

4.1. As soon as possible, after becoming aware of any Process initiated by a third party that may give rise to the indemnity under this Agreement, the Beneficiary must send a written notification to the Company within 2 (two) business days from the date of its knowledge, together with all available documentation related to the respective Process. The Beneficiary's failure to notify the Company in time will not cause the loss of its right to compensation.

4.2 The Beneficiary shall be liable for appointing attorneys to sponsor their defense, which shall be previously approved by the Company, based on the

principles of reasonableness, proportionality and morality, and provided that the fees due are compatible with those of the market and the applicable legislation so permits. The Company cannot refuse the approval of the indication made by the Beneficiary without justification.

4.3. In the event of the payment of Losses described in Clause 1.3, the Company will make the payment within the period stipulated for payment by the Beneficiary or within 30 (thirty) days from the execution of the Agreement (as defined in Clause 4.9) or from the summons of the judicial decision, arbitration or management, observing the provisions of Clauses 4.4 and following below.

4.4. The direct payment by the Company will be conditioned to the assessment that the amount related to the Loss comes from the Management Act, in the form of Clause 4.6 below, the absence of a prohibition imposed in the Agreement itself, in the decision or as a result of the law.

4.5. The Beneficiary must notify the Company of the obligation to make the payments provided for in Clause 4.4 within 2 (two) business days of the conclusion of the Agreement or of the summons of the decision, court, arbitration or management order, so that it can make the payment.

4.6. Immediately after receiving the notification indicated in Clause 4.1, but within a maximum period of 5 (five) business days, the Company must call: (a) a meeting of the Board of Directors, if the Beneficiary is a member of the Executive Board; or (b) a General Shareholders' Meeting, if (i) the Beneficiary is a member of the Board of Directors; or (ii) the Beneficiary is a member of the Executive Board and the value of the Losses to be paid by the Company exceeds, in an isolated or aggregated manner, the amount of R\$ 5,000,000.00 (five million reais), to decide on whether the Beneficiary's claim falls within one of the exclusion hypotheses provided for in Clause 2.1.

4.7. If the decision of the Board of Directors or the General Shareholders' Meeting, as the case may be, is to characterize one of the exclusion cases provided for in Clause 2.1, the Beneficiary is obliged to refund all amounts eventually anticipated by the Company due to this Agreement, within a period of 30 (thirty) days after receiving notification of the resolution.

4.7.1. In the event that the Beneficiary's act does not qualify as an exclusion hypothesis, the Company will be liable for the payment of all amounts due under the Process, as per a final and unappealable decision, as well as for all Losses related to such defense, and must provide all the funds necessary to cover any and all Losses incurred or to be incurred by the Beneficiary.

4.8. The Beneficiary may request advances from the Company for amounts relating to attorney's fees, court fees, deposits, guarantees and assets necessary to enable the release of the restriction under Clause 1.4, or other disbursements necessary to conduct the Beneficiary's defense under the Process. With respect to such requests, the Beneficiary will provide the Company with a written statement that it has a good faith belief that it is legally entitled to compensation, together with sufficient details of the expenses to be advanced to allow the Board of Directors or the General

Shareholders' Meeting of the Company, as the case may be, make an assessment of its reasonability based on the available factual-evidence set.

4.8.1. The Company must call a meeting of the Board of Directors of the Company or a General Shareholders' Meeting, as the case may be, within 2 (two) business days from receipt of the Beneficiary's request for an advance payment of expenses, and make the advance payment within 15 (fifteen) business days from the resolution of the Board of Directors or the General Shareholders' Meeting, if favorable.

4.8.2. The Beneficiary will return to the Company all the amounts advanced that are not actually required and all the amounts advanced if and to the extent that it is finally determined by a competent court that the Beneficiary does not have the right to indemnity under the terms of this Agreement.

4.9. The option for an eventual conclusion of (i) judicial or extrajudicial agreements, (ii) terms of commitment or conduct adjustment; or (iii) any other transaction involving any governmental, regulatory, legislative, judicial, arbitration or management authority, in Brazil or abroad ("Agreement (s)") will be the liability of the Beneficiary. If the Agreement is negotiated and executed without the Company's prior and written consent, the Company will not be liable for any payment or indemnity arising from the Agreement.

4.10. The Company will have no obligation to indemnify the Beneficiary for loss of profits, loss of business opportunity, interruption of professional activity, moral damages or indirect damages eventually alleged by the Beneficiary, the indemnity or reimbursement being limited to the cases provided for in this Agreement.

4.11. In the case of unappealable conviction in criminal action, public civil action, improbity, popular, action brought by a third party or by shareholders in favor of the Company in which the Beneficiary proves the practice of an act of bad faith, deceit, serious fault or fraud, the Beneficiary undertakes, regardless of any manifestation by the Board of Directors or the General Meeting, to reimburse the Company all the amounts spent by the Company under this Agreement, including all Losses related to the Process, refunding them in one within up to 30 (thirty) days contacts of the competent notification.

4.12. It is hereby established that all amounts provided for in this Agreement shall be considered, in their calculation and payment, as net of any applicable taxes, which shall be borne exclusively by the paying Party, which shall provide the creditor Party with the additional amount for the compensation (gross-up) in an amount sufficient to pay the applicable taxes and you will not be able to make any tax withholdings on the amounts and payments established in this Agreement.

4.13. If any payment by the Company is made outside the term provided for in Clause 4.3, the amounts due will be subject to monetary correction.

5. SUB-ROGATION

5.1. In the event that the Company makes any payments directly to the Beneficiary or to third parties based on this Agreement, the Company will be immediately subrogated in any and all reimbursement to which the Beneficiary is entitled, including D&O and another civil liability insurance policy. In addition, the Beneficiary must sign all necessary documents, as well as perform all possible acts to guarantee such rights to the Company, including signing any documents that allow the Company to file a return lawsuit.

6. GENERAL PROVISIONS

6.1. Notifications. All notifications, consents, requests and other communications provided for in this Agreement will only be considered valid and effective if they respect the written form and are sent by letter with acknowledgment of receipt or protocol, or email with proof of receipt, and must be sent to the Parties at the following addresses:

(i) If addressed to the Company:

Rua Visconde de Pirajá nº 495, sala 901-parte, CEP 22410-003, Ipanema,
Rio de Janeiro, RJ

Telephone: [•]

Email: [•]

Attn: [•]

(ii) If addressed to the Beneficiary:

[Full address]

Telephone: [•]

Email: [•]

6.2. The change of addressee, address or any of the information indicated above must be promptly communicated in writing to the other Party, as provided herein. If said communication is no longer made, any notice or communication delivered to the recipients or at the addresses indicated above will be considered to have been regularly made and received.

6.3. Irrevocability. This Agreement is irrevocable and irreversible, and the obligations now assumed by the Parties also oblige their successors in any capacity.

6.4. Amendment. This Agreement may only be amended or amended by means of a written instrument signed by the Parties.

6.5. Novation. The absence, silence or delay of either party to exercise any of its rights hereunder shall not be deemed a waiver or novation and shall not affect the subsequent exercise of such right. Any waiver shall take effect only if specifically granted and in writing.

6.6. Assignment. The assignment by any of the Parties to any of the rights and obligations agreed in this Agreement is prohibited, without the prior and express written consent of the other Party.

6.7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.

6.8. Venue. The Parties elect the jurisdiction of the District of the Capital of the State of Rio de Janeiro to resolve any doubts arising from this Agreement, waiving any other, however privileged it may be.

AND, BEING CERTAIN AND ADJUSTED, THE PARTIES SIGN THIS AGREEMENT IN 2 (TWO) WAYS OF EQUAL CONTENT AND FORM.

IDEIASNET S.A.

By:
Position:

By:
Position:

[name]

Witnesses:

1 - _____
Name;
ID:
Brazilian Registry of Individual
Taxpayer - CPF:

2 - _____
Name;
ID:
Brazilian Registry of Individual
Taxpayer - CPF: