ADHESION AND PARTNERSHIP AGREEMENT BETWEEN BOAT OR EXPERIENCE OWNER AND MAR ABERTO PLATFORM

By this instrument, on the one hand, as the **EXPERIENCE OR BOAT OWNER**, the individual or legal entity duly registered on the Mar Aberto platform, hereinafter referred to as the **"ADVERTISER"**, and, on the other hand, the company Mar Aberto, hereinafter referred to as the **"PLATFORM"**, agree to this agreement, which shall be governed by the following clauses and conditions:

ADVERTISER DETAILS - EXPERIENCE OR BOAT OWNER

Name:
Address:
Postal Code:
City:
State:
CPF or CNPJ:
Mobile:
E-mail:
Social Media:

The bank account for depositing all sales made through the app will be processed through the ASAAS Payment Methods Intermediary. After completing the registration and listing details, they will be submitted for validation and creation of the Advertiser's Bank Account for all amounts receivable through payment splitting, with the Mar Aberto commission separated. Each operator will be the actual service provider, and the company will receive only a commission for the intermediation; in principle, Mar Aberto's taxation will apply to this commission. Each advertiser is fiscally and operationally responsible for its activities. **The PLATFORM is not responsible for the execution, operation, conduct, safety, or quality of the services provided by the ADVERTISER, and sole responsibility for providing the service contracted by the USER rests with the ADVERTISER.**

PLATFORM DETAILS - MAR ABERTO

Name: Mar Aberto Social Atividades Náuticas LTDA
City: Florianópolis
State: SC
CNPJ: 52.722.625/0001-60
Mobile: 48 991445834
E-mail: atendimento@maraberto.app
Social Media: @maraberto.social

GENERAL DETAILS OF THE EXPERIENCE OR BOAT:

Type of activity:
Category:
Certification:

Type:
Year:
Port Authority registration:
Length in feet:
Capacity:
Location:
Other information/notes:

(describe the equipment involved and licenses for activities such as diving, kite, foil, and surf).

PURPOSE

IV.I. The purpose of this agreement is the disclosure of boats and nautical experiences by the ADVERTISER on the PLATFORM for offering rentals to third parties. The ADVERTISER agrees not to use the same name as the activity's social media account in the listing.

IV.II. The PLATFORM acts as a digital intermediary, providing an environment for publishing nautical experiences and facilitating payments, without being a contracting party to the relationship between the ADVERTISER and the USER.

TERM

V.I. This agreement becomes effective on the date the ADVERTISER registers on the PLATFORM and remains valid for an indefinite period.

MANDATORY INSURANCE

VI.I. The PLATFORM **may require** the purchase of mandatory individual insurance, contracted and made available to the USER through an authorized insurance company or intermediary, in accordance with the terms of the respective policy, charged at the time of purchase and paid by the USER. **The PLATFORM shall not be responsible for the coverage, review, adjustment, or payment of any claims.** As a general rule, the insurance must cover:

- R$50,000.00 – accidental death;
- R$50,000.00 – accidental disability;
- R$10,000.00 – medical, hospital, and dental expenses.

VI.II. The ADVERTISER shall arrange insurance for its boat as well as for its crew member, and shall provide the platform with updated information every 03 (three) months.

VI.III. Costs related to deductibles, insurance claims, or policy exclusions shall be the responsibility of the platform user when the damages are attributable to the user's conduct or that of their guests, and to the ADVERTISER in all other cases.

PAYMENTS AND TRANSFERS

VII.I. Payments shall be made by USERS through the ASAAS system, with credit card, debit card, and Pix options.

VII.II. The transfer to the ADVERTISER shall take place after confirmation of the nautical experience check-in and according to the payment operator's processing deadlines.

VII.III. Payments and the corresponding financial transfers will be processed by the payment institution ASAAS, in accordance with its own terms, conditions, fees, deadlines, and procedures, **and the PLATFORM shall not be responsible for the operation, maintenance, blocking, or release of funds by the payment institution. The fees, transfer deadlines, and other operational conditions are subject to change as the company ASAAS publishes market updates, without this constituting any liability on the part of the PLATFORM.**

VII.IV. The PLATFORM commission shall be 10% of the final rental amount, **automatically deducted from the transfer to the ADVERTISER**. Credit card, Pix, or boleto processing fees, **in accordance with the current table of the payment institution ASAAS, subject to market changes**, shall be deducted from the ADVERTISER.

ADVERTISER OBLIGATIONS

VIII.I. Provide truthful information about the boat and services offered, ensuring that all data registered on the PLATFORM is accurate and up to date.

VIII.II. Ensure that the boat complies with all applicable safety standards and laws, as well as ensuring preventive and corrective maintenance of the boat.

VIII.III. Make the boat available to PLATFORM USERS under the agreed terms, respecting the conditions previously established in the listing.

VIII.IV. Use its own service agreement or, in the absence of a PRIVATE AGREEMENT, allow the rules made available in the format described on the PLATFORM to apply.

VIII.V. Follow compliance guidelines, ensuring that the boat is not used for illegal purposes, transportation of undeclared goods, concealment of resources of illicit origin, or any other activity prohibited by Brazilian law.

VIII.VI. Ensure that all safety standards required by the Brazilian Navy are followed, including the mandatory inspection checklist before boarding.

VIII.VII. Be responsible for selecting crew members and other professionals involved, ensuring that they hold the appropriate certifications and act professionally.

VIII.VIII. Fully assume the risks related to the provision of the service and the safety of USERS during the nautical experience.

VIII.IX. If the boat is unable to return to the marina under its own power, rescue and repairs shall be the responsibility of the ADVERTISER.

VIII.X. The ADVERTISER shall require a complete list of users and their companions, containing their name, identification document, and contact information, before boarding.

All participants shall sign an adhesion term confirming that they are aware of the safety rules and risks inherent to navigation.

VIII.XI. Keep the list of rules and procedures on board visible so that all users have access to it.

PLATFORM OBLIGATIONS

IX.I. Provide a secure and intuitive digital environment for promoting the ADVERTISER's services.

IX.II. Act as a digital intermediary for listings, **and may carry out promotional and advertising actions for the services offered on the PLATFORM, in accordance with its own strategies, channels, and business criteria**, and inform USERS that reservations may be cancelled at no cost up to 48 hours before the activities.

IX.III. Assist with the ADVERTISER's registration with the ASAAS system, when applicable, to enable the processing of payments and corresponding transfers, subject to the deadlines, conditions, reviews, blocks, fees, and procedures of the payment institution.

IX.IV. Reserve the right to intervene in listings containing inappropriate or incomplete information or that violate the PLATFORM's guidelines.

IX.V. Assume no responsibility for the experiences offered, acting solely as a facilitator of the advertised services.

LIABILITY AND LIMITATION OF LIABILITY

X.I. The PLATFORM shall not be liable for: (i) The contractual relationship between ADVERTISER and USER; (ii) Structural, mechanical, or administrative problems involving the boat; (iii) Material, moral, or physical damages arising from the nautical experience; (iv) Tax or regulatory obligations related to the service offered by the ADVERTISER.

X.II. The ADVERTISER assumes all risks arising from the **provision of the service/nautical experience**, releasing the PLATFORM from any civil or criminal liability.

X.III. The PLATFORM's liability is limited to **digital intermediation and the processing/integration of payments through the contracted payment institution**, and does not extend to the performance of services by ADVERTISERS or their tax, labor, regulatory, operational, nautical, or safety obligations.

RIGHT TO USE IMAGES

XI.I. The ADVERTISER authorizes the use of images for the purpose of promoting the application; both parties must comply with the LGPD (Privacy Policy and obtain parental consent, especially for images of children and adolescents), informing USERS about the collection, purpose, and sharing of data, and requesting in writing from the responsible parties that they do not permit disclosure of the tours.

XI.II. Under the option above, the PLATFORM shall be exempt from any compensation for the use of photographs and recordings resulting from rentals contracted through the platform.

XI.III. The ADVERTISER authorizes the use of all videos, photographs, artwork, or digital files exclusively for commercial and promotional purposes, as a means of promoting the services to other clients, and they may also be used on its website and social media, as well as in samples, exhibitions, advertisements, and publications, pursuant to Law 9.610/98, even after the term of this instrument, with no need for prior formal or informal authorization, and the PLATFORM shall be exempt from any compensation for the use of photographs and recordings resulting from the subject matter of this agreement.

CANCELLATION DUE TO WEATHER CONDITIONS

XII.I. In the event of adverse weather conditions, such as storms, strong winds, natural disasters, and similar events, according to international navigation and meteorological standards, which compromise the safety of the tour, the ADVERTISER may cancel or reschedule the tour at no additional cost to either party.

XII.II. Up to 48 (forty-eight) hours before the scheduled tour time, cancellation due to weather conditions shall be free of charge for the USER, with no fees or penalties applied.

XII.III. After the 48 (forty-eight) hour period before the scheduled tour time, if the ADVERTISER cancels due to severe weather conditions, they shall provide a **full refund** to the USER, processed by the payment institution. **ASAAS cancellation fees shall be deducted from the buyer**, without any financial burden on the PLATFORM.

CANCELLATION AND NO-SHOW RULES

XIII.I. The USER may cancel the reservation at any time, subject to the refund rules in effect on the PLATFORM at the time of booking.

XIII.II. A "no-show" by the OWNER/ADVERTISER is defined as the failure to make the boat available at the agreed place, date, and time, **without prior notice of cancellation or justification accepted by the USER**, characterized after 1 (one) hour of unjustified delay, unless expressly agreed otherwise by the parties.

XIII.III. In the event of a no-show by the OWNER/ADVERTISER, **without valid justification**, the CONTRACTING PARTY shall be entitled to a full refund of the amounts paid, including taxes, commissions, and charges, **which shall be processed by the partner payment institution and charged exclusively to the ADVERTISER who failed to appear or failed to justify their absence**, and may be deducted from future transfers, available balance, or collected directly, **without any financial burden on the PLATFORM**.

XIII.IV. The PLATFORM shall not, under any circumstances, be liable for the payment of refunds or penalties arising from the ADVERTISER's no-show, acting only as a facilitator of the chargeback with the payment institution.

XIII.V. Cancellation by the ADVERTISER without justification is subject to the penalties provided for in the Cancellation Policy in effect on the PLATFORM, including administrative

penalty, a charge of 10% of the transaction amount as an operational commission for the PLATFORM, and compensation of 10% to the CONTRACTING PARTY.

VESSEL RESCUE

XIV.I. In the event that the vessel needs to be rescued, removed, or taken out of service for safety reasons, emergency maintenance, damage, an order from maritime, port, or environmental authorities, or any other circumstance that prevents the rental from taking place, **the OWNER/ADVERTISER shall be responsible for offering the CONTRACTING PARTY, at their own expense**, the following alternatives:

- A full refund of the amounts paid, including taxes and commissions; and/or
- Relocation to an equivalent or superior vessel at no additional cost, subject to the CONTRACTING PARTY's acceptance; and/or
- Rescheduling of the rental to another date convenient to the CONTRACTING PARTY, with no additional fees or charges.

XIV.II. The amounts owed to the CONTRACTING PARTY under clause XIV.I shall be **processed by the payment institution and charged to the ADVERTISER**, and may be deducted from future transfers, available balance, or collected directly, **without any financial responsibility on the part of the PLATFORM**.

XIV.III. The PLATFORM shall make its best efforts to mediate a solution between the parties, but shall not bear the cost of refunds, relocations, or rescheduling.

DISPUTE OF CHARGES

XV.I. The ADVERTISER shall have a period of **10 (ten) business days** from the occurrence of the debit, transfer, or entry to dispute any amounts before the PLATFORM or the payment institution, and must provide evidence by e-mail. After this period without any manifestation, the amounts shall be deemed accepted and may not be subject to any subsequent claim.

TERMINATION

XVI.I. The PLATFORM may terminate this agreement at any time, without prior notice, if it identifies a breach of any clause by the ADVERTISER.

XVI.II. The ADVERTISER may close its account on the PLATFORM by providing 03 days' prior notice, provided there are no outstanding financial or contractual obligations.

XVI.III. If the ADVERTISER has outstanding financial or contractual obligations, it shall negotiate and sign a debt acknowledgment agreement in order to close its registration on the platform.

XVI.IV. If the ADVERTISER has tours already negotiated and paid for by platform users, it shall fulfill its obligations and provide them with the quality offered on the platform, and may close its registration on the platform thereafter.

DECLARATION OF FULL ACKNOWLEDGMENT

XVII.I. The parties declare that they have read, understood, and agreed to all terms and conditions of this agreement, waiving any future claim of lack of knowledge.

DOCUMENT HIERARCHY

XVIII.I. This Agreement must be read in conjunction with the following documents, which form an integral part of this instrument as annexes:

- Cancellation Policy in effect;
- Privacy Policy and LGPD;
- Terms of Adhesion and Conditions of Use;
- Adventure Insurance conditions, when applicable.

XVIII.II. In the event of a conflict between the provisions of this Agreement and the referenced policies, the wording most protective of the USER and the one that best reflects the PLATFORM's position as a mere intermediary shall prevail.

GENERAL PROVISIONS

XIX.I. This agreement shall become effective between the parties upon its signature (ACCEPTANCE).

XIX.II. The parties expressly agree that there is no employment relationship between them, including social security obligations and social charges, and there is no relationship of subordination of any kind between the parties.

XIX.III. Electronic acceptance of this agreement implies full agreement with all its clauses and conditions.

JURISDICTION

XX.I. To resolve any disputes arising from the agreement, the parties elect the jurisdiction of the court of the district where boarding takes place, waiving any other jurisdiction, however privileged it may be.

Accept the terms as effective at the place of boarding, on the date of the tour, and in the year in effect at that time.