

Seedstars Finder's Fee Agreement

This Finder's Fee Agreement (hereafter "**Agreement**") is made between:

Txapita Mobility, Lda

(hereafter "**Company**") and

Seedstars World SA, 36, Av. Cardinal-Mermillod, 1227 Carouge, Switzerland (hereafter "**SSW**").

1. Preamble

- 1.1. Company is a business that has been selected by SSW through the Seedstars World global startup competition to be part of the SSW exclusive network.
- 1.2. To execute its further development and strategy, Company is looking for strategic and non-strategic investors.
- 1.3. Whereas SSW is in the business of earning fees for finding and negotiating potential Partners and/or Investors and arranging financing for prospect companies.
- 1.4. This Agreement is effective from the date of the signing of the Agreement by both SSW and Company for a period of twenty four months.

2. Agreement

- 2.1. SSW will introduce Company to one or several potential partners and investors (hereafter "Investors") in return for Company's agreement to pay compensation ("Finder's Fee") for this introductory service if an investment, directly or indirectly, results as a consequence of this service.
- 2.2. SSW shall act in reasonable ways to facilitate and obtain contacts, introductions and financing packages for Company ("Services").
- 2.3. SSW shall cooperate with the members of Company and seek prior approval from Company on the exact investment details such as amount and timing.
- 2.4. Company and its management team are expected to facilitate SSW in all ways in order to help SSW to raise the funds. This includes but is not limited to creation of marketing & business material, joint or individual presentations, negotiation rounds, networking and company financial documents.
- 2.5. SSW will provide the Services with the highest professional skill and care.
- 2.6. SSW will defend Company interests in the performance of this Agreement.
- 2.7. SSW will engage in the negotiations to close such an investment on request of Company.

3. Finder's Fee

- 3.1. Should Investors directly or indirectly invest monies, properties, patents (or anything of value), hereafter called the "Investment" into one of Company projects and/or Company subsidiaries (collectively defined as "Company"), regardless of the form such proceeds are, then Company agrees to pay as a Finder's Fee of 5% of the Investment amount to SSW.
- 3.2. The Finder's Fee shall be due and payable upon 10 days from the day as the financing is received by Company.

- 3.3. Only those funds for which SSW has been involved in the process of raising, even if only for a very short period of time and/or through providing contacts, are subject to the aforementioned fees.
- 3.4. Fees will be paid VAT included, if necessary, and it will be SSW's responsibility to pay any VAT taxes related to his own honoraries.
- 4. Limitation of Services**
- 4.1. This Agreement relates solely to SSW services rendered in providing Company with potential Investors. There are no additional services that SSW is required to perform to be entitled to the above compensation in the event an investment is made.
- 5. Intellectual Property**
- 5.1. SSW shall carry out the activities necessary to protect and secure Company data, database, know-how, information and intellectual property rights.
- 5.2. SSW acknowledges that it has no right, title or interest in the marks, names and logos of the Company as well as on any other of the Company properties or intellectual property rights.
- 5.3. Company hereby grants the right to SSW to use Company marks, name or logo to promote on SSW website and other materials in order to perform its activity and as a marketing purpose for SSW.
- 6. Confidentiality**
- 6.1. In furtherance of the business relationship specified above, both parties agree not to disclose any information that could harm the other party.
- 7. Applicable Law - Place of Jurisdiction**
- 7.1. This Agreement is governed by the laws of Switzerland
- 7.2. The exclusive place of jurisdiction shall be Geneva, Switzerland.
- 8. Electronic Agreement**
- 8.1. Company is agreeing to enter into this Agreement with SSW electronically. By Company's electronic signature, they consent to all terms and conditions set forth in this Agreement. SSW will make a printed copy of the Agreement available at request.

SSW, represented by:



Printed name: Michael Weber

Date: 01-05-2018

Company, represented by:



Printed name: Eddie Alfredo Massinga

Date: 11/11/2019

Signature Certificate

Document Ref.: KYG97-SDMRU-NHVJU-CPUS8

Document signed by:

	<p>Eddie Massinga E-mail: eddie.massinga@gmail.com Signed via link</p>	 
<p>IP: 197.249.57.49</p>	<p>Date: 11 Nov 2019 11:44:43 UTC</p>	

Document completed by all parties on:

11 Nov 2019 11:44:43 UTC

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