

**INSTRUMENTO PARTICULAR DE CESSÃO DE DIREITOS, OBRIGAÇÕES E OUTRAS AVENÇAS DO CONTRATO DE LICENÇA DE USO DE SOLUÇÕES NEOWAY E OUTRAS AVENÇAS ASSINADO EM 05 DE DEZEMBRO DE 2024**

Pelo presente instrumento particular, de um lado:

**NEOWAY TECNOLOGIA INTEGRADA ASSESSORIA E NEGÓCIOS S.A.**, sociedade com sede na Rua Patrício Farias, 131, sala 201, Itacorubi, Florianópolis/SC, CEP: 88.034-132, inscrita no CNPJ/MF sob o n.º 05.337.875/0001-05, neste ato representada na forma dos seus documentos societários, doravante denominada simplesmente “NEOWAY” ou “CEDENTE”; e  
**NEOWAY TECNOLOGIA INTEGRADA, ASSESSORIA E NEGOCIOS PARA ENTES PUBLICOS S.A.**, sociedade com sede na R QUINZE DE NOVENBRO, 275, 8o andar, São Paulo/SP, CEP: 01.013-906, inscrita no CNPJ/MF sob o n.º 58.750.004/0001-77, neste ato representada por seu representante legal, doravante denominada simplesmente “CESSIONÁRIA”;

Sendo CEDENTE e CESSIONÁRIA denominadas individualmente e indistintamente como “Parte” e, conjuntamente, como “Partes”.

**CONSIDERANDO QUE:**

I. A CEDENTE assinou os seguintes documentos em 05 de dezembro de 2024 junto à **FIOTEC FUNDAÇÃO PARA O DESENVOLVIMENTO CIENTÍFICO E TECNOLÓGICO EM SAÚDE**, fundação privada, sem fins lucrativos, com sede na Avenida Brasil, 4036, Manguinhos, Rio de Janeiro/RJ, inscrita no CNPJ sob o n.º 02.385.669/0001-74: (a) o Contrato de Licença de Uso de Soluções Neoway e Outras Avenças; (b) o Pedido de Venda; e (c) o Primeiro Aditivo ao Contrato de Licença de Uso de Soluções Neoway (em conjunto, “Contrato”); e

II. A CEDENTE deseja ceder sua posição no Contrato à CESSIONÁRIA, que, por sua vez, deseja assumi-la, com os encargos, direitos e obrigações estabelecidos neste Termo de Cessão.

RESOLVEM as Partes firmar o presente Instrumento Particular de Cessão de Direitos, Obrigações e Outras Avenças (“Termo de Cessão”), que será regido pelas seguintes disposições.

**CLÁUSULA PRIMEIRA**

1.1. Por meio do presente Termo de Cessão, a CEDENTE cede à CESSIONÁRIA a sua posição no Contrato, sem qualquer contrapartida financeira, observando-se os ajustes do presente Termo de Cessão.

1.2. A CESSIONÁRIA assume integralmente a posição da CEDENTE no Contrato, para substituí-la em todos os direitos e obrigações relacionadas a este.

**CLÁUSULA SEGUNDA**

2.1. A CEDENTE acorda que as obrigações principais e acessórias oriundas do Contrato praticadas até a data de assinatura do presente Termo de Cessão são de responsabilidade exclusiva da CEDENTE, reconhecendo a CESSIONÁRIA que todas as obrigações estabelecidas no Contrato foram cumpridas pela CEDENTE.

**CLÁUSULA TERCEIRA**

3.1. As Partes desde já se obrigam a praticar todos os atos necessários à formalização do avençado neste Termo de Cessão.

**CLÁUSULA QUARTA**

4.1. O presente Termo de Cessão é pactuado em caráter irrevogável e irretratável, obrigando as Partes e seus sucessores a qualquer título.

**CLÁUSULA QUINTA**

5.1. Todas as demais cláusulas e condições do Contrato que não foram modificadas pelo presente Termo de Cessão permanecem inalteradas e em pleno vigor, sendo aqui ratificadas pelas Partes.

**CLÁUSULA SEXTA**

6.1. As disposições contidas no presente Termo de Cessão gerarão efeitos a partir da data de sua assinatura, e passarão a integrar os Contratos para todos os fins de direito.

**CLÁUSULA SÉTIMA**

7.1. As Partes elegem o foro da Comarca de São Paulo, Estado de São Paulo, para dirimir quaisquer controvérsias decorrentes da execução deste Termo de Cessão, renunciando a qualquer outro, por mais privilegiado que seja.

E, por estarem assim justas e contratadas, firmam o presente, juntamente com 2 (duas) testemunhas.

São Paulo, 25 de fevereiro de 2025

|   |   |   |   |
|---|---|---|---|
| DocuSigned by:<br><i>Andre Veiga Milanez</i><br>49916E8C9DA74C0...<br>CEDENTE | DocuSigned by:<br><i>Eduardo Lopes Farias</i><br>FCEBD5F658C64B5... | DocuSigned by:<br><i>Andre Veiga Milanez</i><br>49916E8C9DA74C0...<br>CESSIONARIA | DocuSigned by:<br><i>Eduardo Lopes Farias</i><br>FCEBD5F658C64B5... |
|---|---|---|---|

TESTEMUNHAS:

|   |  |
|---|--|
| Assinado por:<br><i>Cristiana Rebelo Wiener</i><br>CF23244EC218479...<br>Nome: Cristiana Rebelo Wiener<br>CPF: 025.909.597-45 | Assinado por:<br><i>Filipe de Deus</i><br>D6C9F7CD233F43D...<br>Nome: Filipe R. A. T. de Deus<br>CPF: 339.407.608-03 |
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Diretor de Riscos

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Filipe de Deus

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Security Level: Email, Account Authentication  
(None)

Assinado por:

*Filipe de Deus*

D6C9F7CD233F43D...

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