

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 NOVEMBRO, 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:

Andre Veiga Milanez

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CEDENTE

DocuSigned by:

Eduardo Lopes Farias Andre Veiga Milanez

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DocuSigned by:

Andre Veiga Milanez

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DocuSigned by:

Eduardo Lopes Farias

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CESSIONÁRIA

TESTEMUNHAS:

Assinado por:

Cristiana Rebelo Wiener

CF33244EC218479...

Nome: Cristiana Rebelo Wiener
CPF: 025.909.597-45

Assinado por:

Filipe de Deus

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Nome: Filipe R. A. T. de Deus
CPF: 339.407.608-03

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Cristiana Rebelo Wiener

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Assinado por:



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Eduardo Lopes Farias

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Diretor de Riscos

Security Level: Email, Account Authentication (None)

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Filipe de Deus

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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/12/2025 9:42:16 AM
Certified Delivered	Security Checked	3/12/2025 9:52:04 AM
Signing Complete	Security Checked	3/12/2025 9:52:19 AM
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