

GENERAL CONTRACTING CONDITIONS

supply of goods and/or
provision of services



SANTOS BRASIL

Rev. 10.2023

**GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS FOR SUPPLY OF GOODS
AND/OR PROVISION OF SERVICES**

This instrument, hereinafter referred to as **GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS**, forms an integral and separable part of the contracts relating to the supply of products and/or services signed with **SANTOS BRASIL PARTICIPAÇÕES S.A.**, a private legal entity headquartered at Rua Joaquim Floriano, n 413, Sala 101/102, Itaim Bibi, in the city of São Paulo, state of São Paulo, CEP 04534-011, enrolled with CNPJ [EIN] under No. 02.762.121/0001-04 and its branches; **SANTOS BRASIL LOGISTICA S.A.**, a private legal entity headquartered at Marginal Via Anchieta, nº 820, Alemoa, Santos/SP, CEP 11095-000, enrolled with CNPJ [EIN] under No. 58.180.316/0001-92 and its branches; **TERMINAL DE VEÍCULOS DE SANTOS S.A.**, a private legal entity headquartered at Avenida Santos Dumont, s/n, Margem Esquerda do Porto de Santos, Santos/SP, CEP 11.460-970, enrolled with CNPJ [EIN] under No. 07.380.119 /0002-67 and its branches; **TERMINAL PORTUÁRIO DE VEÍCULOS S.A.**, a private legal entity headquartered at Rua Joaquim Floriano, nº 413, conjunto 101/102, Itaim Bibi, São Paulo/SP, CEP 04534-011, enrolled with CNPJ [EIN] under No. 08.482.570/0001-77 and its branches; **NUMERAL 80 PARTICIPAÇÕES S.A.**, a private legal entity headquartered at Rua Joaquim Floriano, nº 413, conjunto 101/102, Itaim Bibi, São Paulo/SP, CEP 04534-011, enrolled with CNPJ [EIN] under No. 02.084 .220/0001-76 and its branches; **PARÁ EMPREENDIMENTOS FINANCEIROS S.A.**, a private legal entity headquartered at Rodovia PA 481, km 21, Complexo Portuário Vila do Conde, Barcarena/PA, CEP 68.447-000, enrolled with CNPJ [EIN] under No. 08.108.954/0001 -24 and its branches; **CONVICON CONTEINERES DE VILA DO CONDE S/A.**, private legal entity headquartered at Rod. PA 481, km 21, Com. Port. Vila do Con., Barcarena/PA, CEP 68.447-000, enrolled with CNPJ [EIN] under No. 06.013.760/0001-10 and its branches; **SANTOS BRASIL PARTICIPAÇÕES S.A.**, a private legal entity headquartered at Av. dos Portugueses, A-16A/A - 16B, IQI 03, nº 100, Itaqui, CEP 65.085-582, Itaqui/MA, enrolled with CNPJ [EIN] under No. 02.762.121/0018-44 and its branches; **SANTOS BRASIL PARTICIPAÇÕES S.A.**, a private legal entity headquartered at Av. dos Portugueses, A-17A/A – 17B/A – 17C, IQI 11, Nº 100, Itaqui, CEP 65.085-582, Itaqui/MA, enrolled with CNPJ [EIN] under No. 02.762.121/0019-25, and its branches; e **SANTOS BRASIL PARTICIPAÇÕES S.A.**, a private legal entity headquartered at Av. Cel. Colares Moreira, SL 516-A, 5º floor, Edifício Mon, nº 444, Renascença, CEP 65.075-441, São Luís/MA, enrolled with CNPJ [EIN] under No. 02.762.121/0020-69, and its branches; hereinafter referred to as **SANTOS BRASIL**.

1. WHEREAS:

- I. **SANTOS BRASIL**, aiming at optimizing contracting for the supply of goods and/or provision of services, establishes herein the general conditions and obligations to be followed by companies that intend to supply goods and/or provide services to **SANTOS BRASIL**.
- II. The **GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS** are applicable to all formalized contracts for the supply of goods and/or provision of services, including all suppliers and/or service providers contracted by **SANTOS BRASIL**, without prejudice to the specific matters, clauses and conditions to be agreed upon in each particular contract.

- III. For suppliers of equipment and/or materials, only the clauses related to the supply of equipment or materials are applied, the same occurring in relation to the clauses related to the provision of services, which will only be applied to service providers. If the object negotiated and executed by the **SELLER** refers to the supply of equipment/material coupled with the provision of services through the assignment of labor, all clauses of these **GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS** will apply to the formalized contractual instrument.
- IV. The provisions herein are fully and prior known by the companies that intend to contract with **SANTOS BRASIL** upon registration with the Company's Responsible Sectors regarding the internal process of definition and choice of supplier and/or service provider.

2. DEFINITIONS:

For the purposes herein, the following definitions will apply:

- I. **SELLER:** means the supplier - headquarters and branches - of equipment, material(s) and/or service provider, duly qualified and able (a) (all regular documentation presented in the manner requested by the responsible sectors of **SANTOS BRASIL**) for the execution of the contracted object, provided for in a specific contractual instrument and on which these **GENERAL CONDITIONS AND OBLIGATIONS** apply.
- II. **CONTRACT:** agreement duly signed by the Legal Representatives of the **PARTIES**, accompanied by two witnesses, which aims to regulate the interests. This is a formal written document that governs the guidelines of the legal relationship for the supply of goods and/or the provision of services by the **SELLER** to **SANTOS BRASIL**. The present **GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS** are an integral and indispensable part of the Contract, and in a supplementary and subsidiary manner, the Technical Scope, prepared by the respective Contract management area and the "Commercial Proposal".
- III. **TECHNICAL SCOPE:** document prepared by the responsible area of **SANTOS BRASIL** containing the technical description of the Service or Supply of Material object of the contract, informing, without limitation, the amount of labor and materials that will be used, places and frequency, schedule and term for fulfillment of the contracted demand.
- IV. **COMMERCIAL PROPOSAL:** document presented by the **SELLER** always mandatorily containing, and without prejudice to others, the following information: (i) name and qualification of **SELLER**; (ii) object of the contract (supply of goods and/or provision of services); (iii) price; and (iv) effectiveness period.
- V. **PURCHASE ORDER:** document that formalizes the understanding between the **PARTIES** regarding the conditions for the supply of goods and provision of services contained herein. It is a binding instrument that has the power to establish a commercial relationship

to subsidize the period in which the contract and the mandatory formalities for the execution and conclusion of the same are in force.

- VI. **CONTRACT MANAGER:** person responsible for negotiating and managing the acquisition of a good and/or service) from the supplier and/or service provider. This person is responsible for approvals and interface between the **SELLER** and **SANTOS BRASIL**.
- VII. **CONTRACTOR:** any subcontractor, supplier or consultant of the Seller (or its subcontractors, suppliers or consultants at any level) who carry out their activities related to the project.

3. MINIMUM CONDITIONS FOR SUPPLIER REGISTRATION:

- 3.1. The minimum conditions for registration as a product supplier and/or service provider to **SANTOS BRASIL** are as follows:
 - a) Updated CNPJ [EIN] card;
 - b) Registration Form containing the name of the representative, email, telephone and contact of the financial department;
 - c) Proof of Municipal Registration or Operating Permit;
 - d) Proof of State Registration;
 - e) Bank receipt (bank statement header, individual blank check).
- 3.2. The presentation of proper documentation does not imply any commercial, legal or contractual relationship with **SANTOS BRASIL**, nor any guarantee that the sender of the documentation becomes a supplier and/or service provider of **SANTOS BRASIL**, serving only to comply with the minimum conditions so that the information sent regarding the interested supplier and/or service provider is included in the **SANTOS BRASIL** database.

4. COMMERCIAL RELATIONSHIP:

- 4.1. The commercial relationship between the **PARTIES** starts as of the issuance of the **PURCHASE ORDER** by **SANTOS BRASIL**, followed by the negotiation through the internal procedures for selecting the supplier and/or service provider. The **PURCHASE ORDER** must be limited to the terms of the proposed contractual object, being certain that the simple agreement with these **GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS** does not generate any right or claim to the interested supplier and/or service provider.
- 4.2. The **PURCHASE ORDER** may be accepted expressly or tacitly by the Supplier from the beginning of the provision and/or supply indicated in the respective document issued by **SANTOS BRASIL**, aiming to bind the **PARTIES**, as the procedures for formalizing and preparing the draft Contract have not yet been completed.

- 4.3. Once the Contract has been formalized and the effectiveness has expired, the extension of the Contract beyond its originally agreed term will be signed in accordance with the terms negotiated between the **PARTIES**, and the signed Contract must provide for the agreed form of renewal.
- 4.4. In the case of contracts with a fixed term, if neither **PARTY** manifests itself to the contrary and the obligations continue to be performed by the **PARTIES**, that is, the execution and invoicing of the services by the **SELLER** and the payment by the **SANTOS BRASIL**, the renewal of the Contract will take place in a manner automatically after the expiry of the term.

5. BILLING AND PAYMENT CONDITIONS:

- 5.1. **SANTOS BRASIL** shall pay the price to the **SELLER** through credit in a bank account, following the established form, terms and conditions.
- 5.2. **SANTOS BRASIL** may suspend the payment of any **SELLER's** invoices in the event of non-compliance with an obligation agreed in the Contract, until the situation is rectified. Such procedure will be communicated to the **SELLER**, in writing, without prejudice to the right to apply the other contractually provided sanctions. Stopped payments will be made as soon as the **SELLER** fulfills its contractual obligations, without any addition to the amounts due.
- 5.3. Stopped payments will be made within seven (07) days after the **SELLER's** requirements have been resolved, without any addition to the amounts due.
- 5.4. **SELLER** shall keep its registration and bank data updated with **SANTOS BRASIL** by updating the **SANTOS BRASIL's** Registration Form.
- 5.5. After billing authorization and acceptance by **SANTOS BRASIL**, with the billing documents/invoices presented in accordance with the contractual provisions and the applicable legislation, **SANTOS BRASIL** will make the payment due to the **SELLER** within the period negotiated between the **PARTIES** and defined in the Contract, provided that all the requirements for delivery of the goods and/or acceptance of the services actually provided are met, with said amount being credited to the bank account that must be previously registered in the company's system, based on the bank information declared by the **SELLER** to **SANTOS BRASIL** in its registration, according to Clause 3.1 herein.
 - 5.5.1. If errors, failures and/or discrepancies are found by **SANTOS BRASIL** in the billing documents presented by the **SELLER**, the payment period will only start as of the date of resubmission of the duly rectified documents by the **SELLER**, without any addition to the amounts due, with the **SELLER** being

responsible for the write-off and replacement of the billing document with the financial institution in the applicable cases.

5.5.2. SELLER undertakes to include in the Invoice the code of the nature of the income to be linked to the tax in the field "Service Description", when the service provided is subject to withholding Income Taxes and/or PIS/Pasep, COFINS and CSLL, as required by the Brazilian Federal Revenue Service, called Digital Tax Bookkeeping of Withholdings and Other Tax Information (REINF).

5.6. SELLER refrain from endorsing its trade notes to third parties, including factoring companies.

5.7. SANTOS BRASIL, if there is a contractual provision and upon prior authorization, will reimburse the **SELLER** for any expenses that may be incurred in the provision of services, such as air tickets, transfers, accommodation, food, costs, fees, tariffs, travel with own vehicle or third-party, parking.

5.7.1. Any requests for reimbursement of expenses by the **SELLER** to **SANTOS BRASIL** must be accompanied by proof of original payment, as well by the prior authorization from **SANTOS BRASIL**.

6. LICENSES, PERMITS AND AUTHORIZATIONS:

6.1. SELLER, duly trained and qualified, hereby declares to comply with Brazilian laws and to have all licenses, permits and/or governmental and/or administrative authorizations required for the supply of materials, equipment and/or services purchased and/or contracted by **SANTOS BRASIL**. Failure to comply with this clause will give rise to immediate contractual termination, without payment of a fine or prior notice, and **SANTOS BRASIL** has the right to claim the payment of compensation for damages in court.

6.2. SELLER undertakes to send, within a maximum period of forty-eight (48) hours from the request, a copy of the licenses, permits and/or authorizations whenever requested by **SANTOS BRASIL**, under penalty of withholding the payments due, as well as the provisions of Clause 6.1.

6.3. If **SANTOS BRASIL** suffers any inspection or imposition of a fine and/or conviction due to the lack of licenses, permits and/or authorizations by the **SELLER**, the latter undertakes to bear all the costs related to the defense of **SANTOS BRASIL's** interests, proceeding with immediate reimbursement, whenever requested, without prejudice to losses and damages.

7. QUALITY CONTROL:

- 7.1. **SELLER** shall make every effort to ensure the quality of the contracted supplies by adopting action plans aimed at preventing and correcting possible non-conformities, including supervision and timely evidence of quality verification of products and services, by the **SELLER** itself, as well as quality controls and tests that **SANTOS BRASIL** may carry out in due course, regardless of inspection.
- 7.2. The inspection and control of the product and service quality will be carried out by a representative designated by **SANTOS BRASIL**, and the **SELLER** must, for this purpose, allow access to the control of materials, products and equipment used in the supply, enabling the control and assessment of their quality.
- 7.3. **SELLER** shall also have an inspection or supervision system to guarantee the quality level in the supply of goods and in the provision of services required by **SANTOS BRASIL**.
- 7.4. **SANTOS BRASIL** may carry out periodic performance evaluations to determine the assured quality level, verifying compliance with rules and procedures in force, of which the **SELLER** will be fully aware.
- 7.5. Whenever failures and/or deficiencies are observed in the supply of goods and provision of services, the **SELLER** shall repair them at its own expenses, within the period provided for by **SANTOS BRASIL**, communicating, in writing, the repair of the same and the regularization of the services, aiming to allow the effective verification of such facts.
- 7.6. As a result of the performance evaluations applied to the **SELLER**, **SANTOS BRASIL** may terminate the contract due to contractual breach and/or establish restrictions on future contracts with the **SELLER**.

8. HYPOTHESES FOR CONTRACT TERMINATION:

- 8.1. Either **PARTY** may terminate the Agreement at any time, and without any charge, whatever its nature, upon notice to this effect, to be sent in writing to the other Party, at least thirty (30) days in advance, being entitled to the **SERVICE PROVIDER** upon receipt of the amounts by the effective period of service provision and/or supply of material and equipment.
- 8.2. In the event of contractual termination due to proven breach of the contractual terms, the **SELLER** shall pay a non-compensatory fine in the amount corresponding to ten percent (10%) of the total Contract value, or the total amount billed up to the time of the breach, whichever is greater, without prejudice to any loss or damage.
 - 8.2.1. **SANTOS BRASIL** may provide a period of ten (10) days for the settlement of contractual breaches, at its sole discretion. Failure to comply will result

in automatic termination, with the application of all penalties provided for in the Contract.

8.2.2. **SANTOS BRASIL** does not undertake to provide the deadline for regularizing contractual non-compliances. However, even if this practice is adopted and the **SELLER** complies with the provisions, the occurrence should still be understood as a contractual breach.

8.2.3. If three (3) contractual breaches occur in a period greater than or equal to twelve (12) months, **SANTOS BRASIL** may apply the provisions of Clause 8.2.

8.3. Neither **PARTY** will be liable to the other for delay or breach of its obligations or losses and damages arising from an act of God or force majeure, pursuant to art. 393 of the Civil Code. In any case, the **PARTY** that directly suffers such an event must notify the other **PARTY** within three (3) business days after its occurrence. Acts of God or force majeure must be duly proven by the **PARTY** claiming it. If the event in question persists for a period longer than thirty (30) days from the date of sending the communication to the other **PARTY**, the **PARTY** not affected by the act of God or force majeure may choose to terminate the agreement, free of charge.

8.4. The contractual instrument agreed upon and the respective legal and business relationship may be automatically terminated by the innocent **PARTY** upon written communication if one of the following hypotheses occurs:

- a) if one of the **PARTIES** files for court-ordered or extrajudicial reorganization, fails to file for bankruptcy or insolvency required against any of them within the legal period, or even appears as a party to proceedings that may compromise the security of the contracted products and services;
- b) if one of the **PARTIES**, without prior written consent, assigns, guarantees or transfers, in whole or in part, the rights and obligations assumed in the Contract to third parties; and,
- c) if one of the **PARTIES** is in non-compliance with the obligations assumed herein and is notified and does not remedy the situation within fifteen (15) days from the receipt of notification.

8.5. The conduct of the **SELLER's** employee or representative who fits in one of the following cases will also result in the Contract termination, provided the following situations are not immediately remedied:

- a) attack or offend employees of **SANTOS BRASIL**, as well as authorities in the exercise of their duties;

- b) participate, directly or indirectly, in a crime related to drug trafficking, smuggling, embezzlement, tax evasion, active or passive corruption or any other crime that compromises the activity practiced by the person, inside or outside the premises of **SANTOS BRASIL**;
- c) obtain or facilitate the obtainment of undue advantage to a public official;
- d) commit the crime of embezzlement; or
- e) be sentenced (final and unappealable decision) to a deprivation of liberty equal to or greater than two years.

8.6. In the event of contractual termination due to non-compliance with the conditions established above, the infringing party will be liable for losses and damages, without prejudice to the procedural expenses and attorney fees that it may cause, in case there is a need to file the competent action for the defense of interests.

9. GENERAL PROVISIONS:

- 9.1. The Contract represents the final will of the **PARTIES** and replaces any other agreement or prior understanding, either verbal or written, maintained between them, with the obligation of confidentiality entered into between the parties remaining in force.
- 9.2. All notifications from one **PARTY** to the other must be sent in a way that ensures their effective receipt. Therefore, those made in writing, by letter, telegram, email or through an electronic signature platform, effective between the **PARTIES** as of the date of their receipt shall be considered as means of notification. The domiciles of the **PARTIES**, for all purposes, shall be those set out in the Contract and/or declared in the Commercial Proposal, and any change of domicile must be immediately communicated from one Party to the other.
- 9.3. The Contract cannot be directly or indirectly assigned or transferred in whole or in part, rights and obligations derived from the Agreement by either **PARTY** without the prior and express written consent of the other party. In the event of consent, the Contract will be fully and immediately applicable to each of the legal successors and authorized assignees of the **PARTIES**.
- 9.4. The assignment or transfer of credits to third parties is expressly forbidden. Therefore, any payments will be made directly to the **SELLER**, exempting **SANTOS BRASIL** from any payments or obligations to third parties, for trade notes placed in collection, discounts, guarantee or another type of circulation or guarantee, including regarding rights arising therefrom, being established that, under no circumstances, will it accept such modalities, which will be immediately returned to the individual or legal entity that presented them.

- 9.5. Failure to apply the sanctions provided for in the Contract, as well as the abstention from exercising any right granted to the **PARTIES**, will be considered an act of mere tolerance and will not imply novation or waiver of the right, and the **PARTIES** may exercise them at any time.
- 9.6. The **SELLER** declares and acknowledges that the companies in this legal relationship are totally independent of each other, so that no provision in the Contract may be interpreted in the sense of creating any employment relationship between the **PARTIES**, as well as between the employees of one Party and the other Party, with each of them remaining solely responsible for the remuneration and respective tax, labor and social security charges, as well as for the claims and lawsuits of their employees and contractors, and shall keep the other **PARTY** harmless from such claims and lawsuits and indemnify it from any sums disbursed as costs and fees, including attorney's fees.
- 9.7. If any clause, term or provision of the Contract is declared null or ineffective, such nullity or ineffectiveness will not affect the other clauses, terms or provisions contained herein, which will remain in force and effective, unless the nullity or ineffectiveness significantly affects the contractual balance.
- 9.8. No provision of the Contract shall be interpreted in such a way as to aim, directly or indirectly, at granting any right, remedy or claim, under any pretext, to third parties.
- 9.9. The Agreement is binding upon heirs and successors in any capacity.
- 9.10. The Contract entered into between the **PARTIES** does not imply any form of association, consortium or solidarity, either active or passive, between **SANTOS BRASIL** and the **SELLER**, and neither of them may represent the other before third parties without express written authorization to do so.
- 9.11. Any contracting will not give rise to service exclusivity from one **PARTY** to the other.
- 9.12. **SELLER** shall preserve and keep **SANTOS BRASIL** harmless from any claims, demands, complaints and representations of any nature, resulting from its action, due to this Contract, originated by third parties, agents, employees, control bodies and the Public Power.
- 9.13. This instrument may be amended by **SANTOS BRASIL** at any time, regardless of notification to the **SELLER**, simply updating it on the website www.santosbrasil.com.br, on the page 'About Us', 'Ethics and Transparency'.
- 9.14. The **SELLER** may not disclose the name/logo of **SANTOS BRASIL** on its website and/or promotional and presentation materials without its prior and express authorization. If there is non-compliance with the rule provided here, **SANTOS BRASIL** will apply the penalty set out in Title V – Penalties, as well as take the appropriate legal measures.

9.15. The **PARTIES** agree that they freely negotiated the agreed terms and conditions and declare, under penalty of law, that the signatories of the Agreement are their attorneys/legal representatives, duly constituted in the form of their respective constitutive acts, with powers to assume the obligations herein contracted, by means of electronic signature or handwriting.

10. GENERAL CONTRACTING OBLIGATIONS:

10.1. This instrument includes the **GENERAL CONTRACTING OBLIGATIONS** described below, **subdivided into titles, which cover the obligations that, together with the GENERAL CONTRACTING CONDITIONS**, shall be complied with for the security of the agreed legal relationship: General Part (Title I), Obligations (Title II), Labor Conditions (Title III), Tax Conditions (Title IV), Penalties (Title V), Information Secrecy and Confidentiality (Title VI), Environmental Responsibility (Title VII); Anti-Corruption Policy (Title VIII); and Personal Data Protection (Title IX).

10.2. The **GENERAL CONTRACTING OBLIGATIONS** will be fully considered when it comes to providing services and/or supplying material through the assignment of labor at **SANTOS BRASIL's** premises (on-site obligations).

10.3. The **GENERAL CONTRACTING OBLIGATIONS** may be amended by a specific contractual instrument, in line with the nature of the object contracted, aiming to ensure the factual reality of the contracting, the operational and managerial intention of **SANTOS BRASIL**, respecting the limits provided for in current Brazilian legislation.

10.4. The Parties elect the Court of the city of Santos, state of São Paulo, with express waiver of any other, however privileged it may be, to resolve any doubts and/or issues resulting from the interpretation and/or execution of this instrument.

10.5. The Portuguese version shall prevail in the event of a conflict or inconsistency between the Portuguese version and this version of the General Contracting Conditions and Obligations for Supply of Goods and/or Provision of Services.

10.6. The **GENERAL CONTRACTING CONDITIONS AND OBLIGATIONS** referred to herein are available for consultation on the website www.santosbrasil.com.br, on the page 'About Us', 'Ethics and Transparency', being fully applicable to the **PARTIES**, who hereby declare to be fully aware and in agreement with its provisions.

TITLE I

GENERAL PART

- I. In the execution of the object of the signed contract, the conduct of the **PARTIES** in relation to one another will be compatible with the principles of good faith, ethics, trust and commercial loyalty, with each Party refraining from adopting behavior that harms the commercial interests of the other **PARTY**.
- II. **SELLER** undertakes to carry out its duties in a prudent and diligent manner, always considering the trust placed by **SANTOS BRASIL** in the **SELLER**'s conduct, in the quality of the work to be carried out and in the results to be achieved by the **SELLER**.
- III. For the execution of this contract, the **SELLER** will use all technical skills, zeal and diligence, fulfilling its responsibilities in accordance with professional quality standards and practices.
- IV. The **PARTIES** are aware of the rule contained in Article 157 of the Brazilian Civil Code and they (i) declare that the rendering of services under this Agreement is proportional, (ii) they are aware of the obligations undertaken herein, (iii) they have been advised by expert professionals to understand the terms of this Agreement, and (iv) they have not entered into this Agreement due to urgent economic, financial or other needs.
- V. Aiming to meet the strict safety, quality and efficiency standards contractually and legally defined by the Brazilian authorities in the provision of its services to terminal users, **SANTOS BRASIL** may, at any time and at its sole discretion, request the **SELLER** to replace any agents/employees assigned to provide services on the terminal's premises, which must be carried out within twenty-four (24) hours, counting from the request by **SANTOS BRASIL**, with opposition to said request being unacceptable.

TITLE II
OBLIGATIONS

I. The rights and obligations of SANTOS BRASIL, without prejudice to the others provided for in herein, are as follows:

- a) Monitor the execution of the object of the signed contract, being established from now on that **SANTOS BRASIL** provides the **SELLER** with all the information and documentation that may be necessary for the execution of the Contract;
- b) Provide the **SELLER** with the information and technical documentation essential to the execution of the object herein;
- c) Communicate the **SELLER**, in writing, any instructions or procedures to be adopted by it and its employees on matters related to the object herein;
- d) Allow the **SELLER's** employees to enter **SANTOS BRASIL's** premises to provide services, when necessary, as well as for any maintenance that proves necessary, if they are previously and duly identified and there is no objection against them by the customs authorities.

II. The SELLER's rights and obligations, without prejudice to the others provided for herein, are as follows:

- a) Carry out the provision of services or supply of material object of the contract signed, in full compliance with the environmental, safety and occupational standards provided for in the legislation in force, also undertaking to provide its personnel with suitable protection and safety materials and equipment;
- b) Always use the best techniques in the provision of the contracted services, providing all the necessary supervision, technical and administrative direction, and manpower, committing to redo all the services and/or material that **SANTOS BRASIL** concludes that do not meet the expectations without any additional cost;
- c) Comply with **SANTOS BRASIL's** provisions regarding safety rules, priority criteria and procedures to be followed, acting with diligence and diligence, always seeking the smooth operation of the contracted services, preventing interruptions in the activities carried out by **SANTOS BRASIL**;
- d) Inform **SANTOS BRASIL** immediately and in writing of any risk situation that may compromise, even in the future, the provision of services, the development of agreed tasks, the operation of **SANTOS BRASIL**, or cause damage to the **PARTIES**, third parties or the environment;

- e) Inform **SANTOS BRASIL** of any irregularity found or notification by authorities regarding the services object of this Contract, identified by the **SELLER** itself or by inspection bodies;
- f) Ensure the good behavior and discipline of the personnel designated for the contractual execution, immediately removing any of its employees whose behavior is infringing the internal rules of **SANTOS BRASIL**;
- g) Be responsible for remaining rigorously in compliance before entities of direct or indirect administration that in some way exercise supervision, control or police power over its activities, and must be fully authorized and/or licensed by whoever has the right, to carry out its activities;
- h) Obtain all licenses necessary for the performance of the Contract before the competent bodies, also being responsible for paying the necessary fees for this purpose;
- i) Contract, maintain and renew all insurance, not only those required by law, but also those necessary for the protection of its employees, the assets of **SANTOS BRASIL** and third parties.
 - i. **SELLER** may also provide, at its sole expense, other insurance coverage to guarantee its responsibilities in this Contract. The setting of these insurance coverages does not imply any restriction or limitation of its responsibilities contained in this Contract.
- j) Attend, through their technical manager, whenever requested by **SANTOS BRASIL**, to provide clarification on the progress of the contracted services;
- k) Respond for any violation by itself, its employees or agents, of the laws, regulations, or postures applicable to the services;
- l) Be liable for any damages caused to **SANTOS BRASIL** or to third parties resulting from action or omission, negligence, recklessness or malpractice by itself, its agents and employees or the personnel that the **SELLER** employs in the performance of the Contract in any capacity;
- m) **SELLER** may not subcontract the services Contracted herein, except for the cases provided for in which the subcontracting is a support activity for contemplating the provision of the service, supply of product or assignment of labor, the end object of the agreed relationship.
 - i. For subcontracting hypotheses provided for on an exceptional basis in item "m", previously authorized by **SANTOS BRASIL**, all documentation required from the **SELLER** for the execution of the contracted object will

be extended to the **CONTRACTOR**, who must mandatorily bear the formal contractual instrument (in writing) signed between the **SELLER** and the **CONTRACTOR**, a list of the personnel to be appointed, among other requirements applicable to adapt to the standard of Suppliers and Service Providers of Santos Brasil, under penalty of not allowing the entry of Contracted personnel in the premises of **SANTOS BRASIL**.

- ii. In the event of subcontracting, the **SELLER** will be fully responsible for the acts of the **CONTRACTOR**, being jointly responsible for all damages that it may eventually cause to **SANTOS BRASIL**.
- n) **SELLER** will allow **SANTOS BRASIL**, individually or jointly, through employees to be appointed, to carry out an audit, when necessary, through analysis of documentation and/or in person, at the **SELLER**'s premises.
 - i. If the audit finds any non-compliant item, the **SELLER** shall, within 24 hours after the communication is sent by **SANTOS BRASIL**, regularize the non-compliance, presenting evidence to **SANTOS BRASIL**.
 - ii. **SELLER** shall submit to **SANTOS BRASIL**, within 48 hours, an action plan to regularize the non-conformities pointed out, so that they do not occur again.
 - iii. In compliance with the item above, the **SELLER** shall:
 - a) Keep copies or originals of any documents related to the Contract in a safe place, including documents proving the discharge of salary obligations, charges, taxes, fees, authorizations and licenses;
 - b) Allow **SANTOS BRASIL** to have free access to all documents directly related to the Services and Products contracted.

TITLE III
LABOR CONDITIONS

- I. **SELLER** will only use its own and qualified personnel, that is, employees previously trained and qualified to carry out the contracted works, being fully liable for all the encumbrances and charges arising from the Contract, thus assuming full responsibility for the compliance with the requirements imposed by applicable legal provisions.
- II. The **SELLER's** employees, in compliance with **SANTOS BRASIL's** safety standards, must be properly identified and, if they are not, **SANTOS BRASIL** reserves the right to prohibit their entry into its premises.
 - a) When applicable, all equipment, tools, PPE's and uniforms necessary for the faithful execution of the contracted service must be of proven quality under the legal terms.
- III. **SELLER** shall observe all current legislation, including the rules related to safety, occupational health and the environment, being fully responsible for the eventual application of penalties, in any level, judicial or administrative, as well as for accidents caused due to its non-compliance, exempting **SANTOS BRASIL** from any liability in this regard.
- IV. **SELLER** is solely and exclusively responsible for the employment contracts of its employees, including any labor defaults it may incur, and **SANTOS BRASIL's** solidarity cannot be claimed, not even subsidiary liability, and there is no employment relationship between **SANTOS BRASIL** and **SELLER's** employees in whatever capacity.
- V. **SELLER** undertakes to strictly comply with the provisions of the Labor and Social Security Legislation, sending when carrying out the Tax Action and the Inspection of the Workplace, in compliance with Normative Instruction 84, of 12/17/2002, of the INSS Executive Board, and subsequent amendments, mandatorily:
 - a) copy of the paid payment form for contributions due to the Severance Indemnity Fund ("FGTS") - GFIP – Guarantee Fund and Social Security Information Payment Form accompanied by the List of Employees contained in the SEFIP file;
 - b) copy of the specific payroll for each Contract, if any, containing the nominal list of its employees designated to perform the services and which must be updated to reflect admissions, dismissals, vacations, leaves and other occurrences in the period;
 - c) GRFP – FGTS Termination Payment Form, when applicable;
 - d) Contract or Collective Agreement of the category;
 - e) Environmental Risk Prevention Program (PPRA), PGR, PCMAT, as appropriate;

- f) Occupational Health and Medical Control Program;
- g) Social Security Professional Profile (PPP); Technical Report on Environmental Working Conditions (LTCAT); Notification of Occupational Accident (CAT); and
- h) any other documents required or that may be required by applicable law or regulation arising from the execution of the purpose of this Contract, copy of the payment slip paid for contributions due to the National Social Security Institute ("INSS") – GPS (Social Security Payment Form), under penalty of blocking the payment.

VI. **SELLER** shall provide, at its sole expense, the mandatory insurance against occupational accidents, in accordance with the legislation in force.

VII. **SELLER** shall be liable (i) for any indemnity due as a result of damages and/or losses caused by its action or omission, or that of its employees, to **SANTOS BRASIL** and/or to third parties; (ii) for the payment of any charges due as a result of non-compliance with or breach of legal provisions applicable to the performance of the Contract; (II) for damages of any nature suffered by **SANTOS BRASIL** and/or third parties due to errors in the performance of the Contract; and (iv) for the custody, conservation and correct use of its materials and equipment.

VIII. It is expressly agreed that if **SANTOS BRASIL** is assessed, notified, subpoenaed or even condemned due to non-compliance with any obligation attributable to the **SELLER** arising from the Contract, whether of a tax, labor, social security or any other nature, hereinafter treated only as "Claim", **SANTOS BRASIL** may withhold payments due to the **SELLER**.

- a) **SELLER** shall use all legal means allowed to exclude **SANTOS BRASIL** as the defendant in the Claim;
- b) Regardless of the final and unappealable decision regarding the Claim, **SANTOS BRASIL** may use the amounts for its payment, at its sole discretion;
- c) The prerogative present in item b) will not be related to any value judgment on the Claim, with the act being related exclusively to **SANTOS BRASIL**'s decision to disassociate itself from a Claim that it did not give cause;
- d) **SANTOS BRASIL** will withhold the amounts in the contractual balance linked to the Claim. However, if this is not possible, considering the provision contained in Article 368 of the Civil Code, it may use any other contract in force and with sufficient balance to ensure the amount under discussion;
- e) **SANTOS BRASIL** may accept, at its sole discretion, a bank guarantee to the detriment of retaining the amounts. However, it may use the prerogative of item b) at any time;

- f) All ancillary costs to the Claim must be included in the amounts, such as court and administrative costs, emoluments, attorney's fees, loss of suit, expert's fees, technical assistant's fees, airline tickets, accommodation, travel, etc.;
 - g) **SANTOS BRASIL** will not undertake to use professionals appointed by the **SELLER**, and any option in this regard is considered an act of mere liberality, which may be reconsidered at any time;
 - h) The collection of any amounts arising from this item VIII and following, due to the provisions of Article 783 et seq. of the Code of Civil Procedure, may be through execution of an extrajudicial title, either in relation to the principal amount and/or ancillary costs.
- IX. If a labor claim is filed against the **SELLER** by an employee allocated in the contractual performance, and **SANTOS BRASIL** is summoned, the latter is expressly authorized to:
 - a) withhold from the **SELLER**, based on the Contract, an amount of equal value, or as close as possible to the claimed amount, as if settled in a final and unappealable decision, in the labor claim in question, from the first billing issued against **SANTOS BRASIL**, after occurrence of the above fact, if the judicial authority does not definitively exclude **SANTOS BRASIL** from the claim; and/or,
 - b) reimburse, under the same conditions established above and regardless of the decision regarding the lawsuit, for all amounts spent or that may be spent with **SANTOS BRASIL**'s in-house lawyer(s) and/or external lawyer(s) hired by **SANTOS BRASIL** for its defense in the respective lawsuit, the value of the hours of **SANTOS BRASIL**'s agent(s) assigned to represent it in the lawsuit, in addition to the expenses and court costs incurred and the costs that have been or that will be incurred by **SANTOS BRASIL** in the production of its procedural documents and evidence, including expert fees and technical assistants, serving as the basis for the reimbursement agreed upon herein for all duly proven amounts spent or to be spent based on this item;
 - c) In the cases provided for in item V. above, the **SELLER** shall deposit in court the full amounts of the credits claimed in the labor claims in question.
- X. **SELLER** also undertakes to immediately request the exclusion of **SANTOS BRASIL** from the lawsuit or any equivalent proceeding, with the **SELLER** fully assuming the position of defendant in such lawsuit.
- XI. **SELLER** is solely and exclusively responsible for any labor claims filed by its employees, including any convictions related to unhealthy work allowance and hazardous work allowance, provided that the **SELLER**'s fault is proven.
- XII. **SELLER** shall keep all its employees registered under the terms of the Law.

XIII. The **PARTIES** hereby declare and undertake, under penalty of law, that:

- a) They do not have professionals under eighteen years of age working at night, or carrying dangerous or unhealthy work, nor under sixteen years of age in any activity, except for apprentices over 14 years of age, under the terms of Law 9.854/99, regulated by Decree 4.358 of 09/05/2002, following the provisions of item XXXIII of Article 7 of the Federal Constitution;
- b) They do not have employees performing degrading or forced work in their production chain, in compliance with the provisions of items III and IV of Article 1 and in item III of Article 5 of the Federal Constitution.

XIV. The **SELLER** must forward the documents listed below to **SANTOS BRASIL** on a monthly basis, under penalty of blocking payments in case of non-compliance, observing the rules for stopping payment:

- a) Copy of the specific payroll for each Contract;
- b) Payroll summary;
- c) Summary of labor charges;
- d) Copy of the payment guides at the time of finalizing the payroll and, subsequently, a copy of the duly authenticated guides;
- e) Copy of proof of payment of the Severance Indemnity Fund - ("FGTS") – GFIP – Guarantee Fund and Social Security Information Payment Form accompanied by the List of Employees contained in the SEFIP file;
- f) Contract or Collective Agreement of the category.

TITLE IV
TAX CONDITIONS

- I. All taxes and other charges due as a result, directly or indirectly, of the contractual performance will be borne by the **SELLER**, which will collect them without the right to any reimbursement or transfer to **SANTOS BRASIL**, and it must specify in the invoices and tax documents which tax charges are due as service provision (ISS) and/or supply of materials (ICMS), among others.
- a) If **SANTOS BRASIL**, when due to legal provisions, is considered responsible for the collection of taxes and other charges due, levied on this contract, it will collect them within the legal terms, deducting them from the payment due to the **SELLER**, pursuant to current legislation.
 - b) **SELLER** shall provide **SANTOS BRASIL** with proof of payment of taxes and other charges due, directly or indirectly, whenever requested by **SANTOS BRASIL**, on account of this Contract, under penalty of blocking the payment.
 - c) When, as defined by legal provision, **SANTOS BRASIL** is responsible for the collection of taxes and other charges due arising from this Contract and the **SELLER** is solely responsible for any increase resulting from a billing error by the **SELLER**, such increase will be deducted from any other credit due and, if there are no outstanding credits, it may be charged from the **SELLER** at any time, with the **SELLER** having five (5) business days from the notification issued by **SANTOS BRASIL** to reimburse it.
 - d) If, during the Contract effectiveness, new taxes are created, rates are changed and/or the calculation basis is changed, or existing taxes are extinguished, tax incentives of any nature are instituted and/or there is any exemption or reduction of taxes, which may increase or reduce the burden of any of the **PARTIES**, the price will be revised proportionally to the increase or reduction occurred, offsetting, at the first opportunity, the difference resulting from the respective changes.

TITLE V
PENALTIES

- I. In case of non-compliance or delay in fulfilling any obligation assumed by the **SELLER**, it will incur a non-compensatory weekly fine corresponding to one percent (1%) of the Contract price, calculated from the date of default to the date of actual payment of the defaulted obligation, up to a maximum limit of ten percent (10%) of the total Contract price.
- II. The penalty set forth in item I. will not apply to delay in payment by **SANTOS BRASIL** to the **SELLER**, which will follow the provisions of the current Civil Code.

TITLE VI

CONFIDENTIALITY OF INFORMATION EXCHANGED

1. INITIAL CONSIDERATIONS

Considering the **PARTIES'** decision to establish clauses and conditions to regulate the transfer, exchange, use and protection of confidential information that a Party ("DISCLOSING PARTY") may disclose to the other Party ("RECEIVING PARTY") and when addressing a confidential matter related to the intellectual property right on behalf of **SANTOS BRASIL** for the purpose(s) related to the business negotiations and/or related to the object of the Contract, the **PARTIES RESOLVE** to establish such premises under the following conditions:

- I. During the Contract, the **DISCLOSING PARTY** will disclose certain technical or commercial information to the **RECEIVING PARTY** and may request that the **RECEIVING PARTY** develop such information for the **DISCLOSING PARTY** at the expense of the **DISCLOSING PARTY** ("Confidential Information"). The **RECEIVING PARTY** declares and acknowledges that the Confidential Information is essential, valuable, secret and vital to the **DISCLOSING PARTY's** business and success and that, therefore, the unauthorized and illegitimate disclosure and/or use of the Confidential Information will cause damage to the **DISCLOSING PARTY**, difficult to estimate and repair.
- II. Confidential Information will be considered any information, either oral or written, disclosed, transmitted and/or disclosed by any means, related to the purpose(s) involving the business dealings and/or the object of the Contract.
- III. The **RECEIVING PARTY** shall also consider as Confidential Information the data that, regardless of any identification or any other markings or which, due to the circumstances of disclosure or the nature of the information, should be considered confidential or property of the **DISCLOSING PARTY**, of an Affiliate, or from third parties.
- IV. During the term of this Agreement and for a period of five (5) years after its termination, the **RECEIVING PARTY** must maintain strict confidentiality and not disclose to any third party commercial or technical information disclosed to the **RECEIVING PARTY** by the **DISCLOSING PARTY** that: (a) is disclosed in writing and identified as confidential, or (b) is disclosed orally and/or visually, designated as confidential information on the date of disclosure, subsequently written and identified as confidential and, to the **RECEIVING PARTY**, within fifteen (15)) days of oral and/or visual disclosure. The **RECEIVING PARTY** may not use Confidential Information for any purpose, except for cases related to business dealings and/or the object of the Contract.

2. HANDLING OF CONFIDENTIAL INFORMATION

- I. The **RECEIVING PARTY** shall prevent the Confidential Information from being disclosed to third parties, using the same diligence and care that it gives to its own Confidential Information of equal importance;
- II. Confidential Information may be transmitted by any means, including verbal, written, mechanical, electronic or magnetic.
 - a) The **RECEIVING PARTY** is hereby prohibited from reproducing, including through backup, by any means or form, any Confidential Information, except for reproductions that are essential for the development of its work, which must also be considered Confidential Information.
- III. The Confidential Information received by the **RECEIVING PARTY**, whose content is not limited to physical or electronic documental hypotheses containing technical specifications, layouts, products, structure, staff, production planning, equipment involved in production, logistics solutions, may only be used for the purpose related to the business dealings and/or the object of the Contract, being expressly prohibited the disclosure or sending of information by any other unauthorized means or provided for herein.
- IV. The **RECEIVING PARTY** undertakes to take all necessary and appropriate measures to effectively protect, at any time, the Confidential Information obtained, pursuant to this instrument, against loss and unauthorized use. This obligation particularly includes the commitment to provide and maintain appropriate and necessary measures for access to rooms, information technology systems, databases or any other means in which Confidential Information will be stored, as well as for the implementation and information of such measures to the persons responsible for handling the Confidential Information pursuant to this instrument.
- V. The **RECEIVING PARTY** shall disclose confidential information only to its professionals who demonstrably need to know it for the faithful fulfillment of the Services. The **RECEIVING PARTY** shall ensure that each person in its organization, or under its control, who receives confidential information from the **DISCLOSING PARTY**, assumes a confidentiality commitment by means of a written document, in a form acceptable to the **DISCLOSING PARTY**.
- VI. The **RECEIVING PARTY** shall take all reasonable measures to prevent breach of confidentiality of the **DISCLOSING PARTY**'s information, including the terms and conditions of this Contract; such measures must be at least as effective as the measures taken to protect its own confidential information.
- VII. In addition to the provisions set out above, the **RECEIVING PARTY** undertakes to maintain absolute secrecy regarding the confidential information of any **personal**

data (Item A) and **intellectual property (Item B)** that it receives from the **DISCLOSING PARTY**, causing the **RECEIVING PARTY**, in the event of non-compliance with this clause, to assume the obligation of indemnifying the **DISCLOSING PARTY** for the losses and damages incurred, to the extent proportional to the harmful act practiced.

A. PERSONAL DATA PROTECTION

- a) The **RECEIVING PARTY** acknowledges and agrees that, in the performance of this Contract, it may access or use information (hereinafter referred to as “Personal Data”), which identify the employees, contractors, agents, customers, suppliers and other collaborators of the **DISCLOSING PARTY**. The **RECEIVING PARTY** agrees and accepts that all Personal Data, which the **DISCLOSING PARTY** will provide to the **RECEIVING PARTY**, or that the **RECEIVING PARTY** will receive on behalf of the **DISCLOSING PARTY**, will be used by it solely for the fulfillment and execution of the purpose of this Contract.
- b) The **RECEIVING PARTY** may not use the Personal Data for any other purpose, except for the purpose of performing the Contract. The **RECEIVING PARTY** undertakes to:
 - i. adopt all security, technical and organizational measures, under the commercial and legal aspects, to protect Personal Data against unauthorized and undue access or acquisition;
 - ii. protect Personal Data against illegitimate use or disclosure;
 - iii. not disclose the Personal Data to third parties (including, without limitation, to any of the affiliates - parent company, subsidiaries or companies under common control of the **SELLER**), without the prior and written consent of the **DISCLOSING PARTY**;
 - iv. not subcontract any of its rights and obligations under this Contract, without the prior written consent of the **DISCLOSING PARTY**, as set forth herein;
 - v. treat and maintain Personal Data in strict confidentiality, under the terms of the Clause of this Contract that provides for “Confidential Information”.

B. INTELLECTUAL PROPERTY

- a) **SELLER** shall guarantee that the Services and any other materials that are used, produced, supplied or, in any way, obtained and that have not been provided by **SANTOS BRASIL**, by virtue of the Contract, do not violate any image or voice use right, right to privacy, copyright, intellectual property or software rights, keeping **SANTOS BRASIL** always harmless from any claims.
- b) All intellectual property rights over the Services and/or their results (materials, graphics, texts, drawings, data, etc.), for which the **SELLER** is already being remunerated by **SANTOS BRASIL** for the Services provided under the terms of the

Contract will be assigned by the **SELLER** to **SANTOS BRASIL** at the time of delivery, with the amount referring to the assignment already being fully included in the remuneration for the Services. **SANTOS BRASIL** may use and disclose the Services and/or their results in the way that suits it, including copying, modifying, assigning, distributing and disclosing them through any existing means of communication and/or that may come to exist.

3. EXCEPTIONAL CHARACTER FOR DISCLOSURE

- I. The restrictions set forth herein for the maintenance, transfer, exchange, use and protection of Confidential Information do not apply to information that:
 - a) Has been or will be published, or that is or will become public domain, provided that such disclosures have not been, in any way, caused by fraud by the **RECEIVING PARTY**;
 - b) Was in the legitimate possession of the **RECEIVING PARTY**, free of any confidentiality obligations, before its disclosure by the **DISCLOSING PARTY**;
 - c) Subsequent to the disclosure addressed with herein, is legally obtained by the **RECEIVING PARTY** from a third party that has legitimate rights to disclose such information without any restrictions to do so;
 - d) Is identified by the **DISCLOSING PARTY** as no longer being confidential or proprietary;
 - e) Is required or requested by the competent authorities.
- II. The **RECEIVING PARTY** may disclose to third parties, with the authorization of the **DISCLOSING PARTY**, information that has been developed from Confidential Information, and develop products, methods or services based on both the Confidential Information and other information and knowledge related to the business dealings and/or related to the object of the Contract.
- III. If the **RECEIVING PARTY** is required by law, regulation, court order or government authorities empowered to do so to disclose any Confidential Information, it shall, in cases where the requesting authority so permits, communicate this fact immediately to the **DISCLOSING PARTY** in writing and prior to said disclosure, so that the **DISCLOSING PARTY** may seek a court order or other remedy from the appropriate authority, preventing disclosure.
- IV. The **PARTIES** recognize that Confidential Information is subject to economic valuation, and that its unauthorized disclosure will result in damage to the **DISCLOSING PARTY**. Therefore, the **PARTIES** agree that, in the event of duly proven violation of any of the clauses of this Confidentiality Agreement, they will be subject to the sanctions and penalties provided for in the Brazilian legislation in force, without prejudice to the losses and damages to those who cause it, allowing the aggrieved Party to adopt the legal measures it deems relevant, including those of a compensatory nature, upon prior notification.

TITLE VII

ENVIRONMENTAL RESPONSIBILITY

- I. **SELLER** hereby declares that it follows and will continue following the environmental legislation and holds (or will obtain before the beginning of the provision of the service/supply of material) all the licenses required for the activity related to the Contract.
- II. **SELLER** shall identify and be responsible for all risks and aspects arising from its activities, products or services that may interact with the environment. Such aspects and risks must have strict control measures so as not to cause an environmental impact.
- III. **SELLER**, upon signing the Contract, presents the list containing the names of the employees who will act in the provision of service and/or supply of material object of the Contract, as well as its respective documentation (Employee Registration, PPE Form, Certificate of Occupational Health, Environmental Risk Prevention Program, Occupational Health Medical Control Program) and, if there is a change in the staff, the **SELLER** must immediately notify **SANTOS BRASIL** and also present all the required documentation.

TITLE VIII

ANTI-CORRUPTION AND COMPLIANCE POLICY

- I. **SELLER** is aware of and in accordance with the rules provided for by the legislation and regulations applicable to the agreed business, the Code of Professional Ethical Conduct and the policies and rules of **SANTOS BRASIL**.
- II. The **PARTIES** declare and undertake, under penalty of law, that they will proceed in accordance with the ethical and legal precepts provided for in the national legislation, especially in compliance with Law 12.843/2013 – Anti-Corruption Law, or that may characterize an undue advantage in the relationship with national or international public bodies, as well as practices that are harmful to competition.
- III. The **PARTIES** must maintain compliance practices, to enforce legal and regulatory standards, policies and guidelines established for the business and activities of the institution or company, as well as to avoid, detect and address any deviation or non-compliance that may occur.
- IV. **SELLER** hereby declares and guarantees that, to date, neither it nor any companies controlled by it, its officers, members of the board of directors and third parties, including advisors or service providers acting on their respective benefits (“Representatives”) incurred in the following hypotheses:
 - a. Practice or have practiced any form of corruption, understood herein as offering or promising any undue advantage to a public official, politically exposed person or private entity with the intention of influencing decisions or aimed at any form of gain or personal, asset or non-asset advantage, direct or indirect, as well as any other benefit in its activities;
 - b. Use or have used **SELLER’s** resources to pay contributions, gifts or illegal entertainment activities or any other illegal expenses related to political activity;
 - c. Make or have made any illegal, direct or indirect payment to employees or public servants, political parties, politicians or political candidates (including their family members), either national or foreign;
 - d. Carry out or have carried out any action aimed at facilitating an illegal offer, payment or promise to pay, as well as having approved or approving the payment, donation of money, property, gift or any other good of value, directly or indirectly, to any “official government” (including any official or employee of a government or entity owned or controlled by a government or public international organization or any person acting in a capacity as a government representative or candidate for a political party) to influence any political action or obtain an undue advantage;

- e. Perform or have performed any acts to obtain or retain any business, transaction or undue commercial advantage;
 - f. Make or have made any payment or take any action that violates current legislation, particularly Law 12.846/2013 (Anti-Corruption Law).
- V. **SELLER** declares and guarantees that it is not, as well as its administrators, representatives, officers, board members, partners, advisors and consultants directly or indirectly (i) under investigation due to allegations of bribery and/or corruption; (ii) convicted or indicted on charges of bribery or corruption; (iii) listed in any government entity, known or suspected terrorism and money laundering practices; (iv) subject to economic and business sanctions, banned or barred under any applicable law imposed or enforced by any governmental entity.
- VI. **SELLER** ensures that, directly or indirectly, it will not receive, transfer, maintain, use or hide resources arising from illegal activity, nor maintain a professional relationship with individuals or legal entities involved in criminal activities, mainly related to corruption, fraud, money laundering, trafficking and terrorism.
- VII. The **PARTIES** and their legal representatives undertake not to give, offer, pay, promise, as well as accept, request or authorize the payment, directly or indirectly, to anyone, any amount (in national or foreign currency) or any object/benefit of value, whether in the form of a donation, compensation, financial or non-financial advantages or benefits of any kind that constitute an illegal or corrupt practice under the Anti-Corruption Laws, to any government authority, consultants, representatives, partners, or any third parties, for the purpose of influencing any act or decision of the agent or the government, or to secure any undue advantage, and/or direct business to any person/company/governmental entity in violation of Anti-Corruption Laws.
- VIII. The **PARTIES** declare and guarantee that they:
 - a. carry out their activities in accordance with the legislation in force applicable to them, as well as hold the necessary approvals for the execution of this Agreement and the fulfillment of the obligations provided for therein;
 - b. do not use illegal work and undertakes not to use work practices similar to slavery, or child labor, in compliance with the provisions of the Consolidation of Labor Laws, either directly or indirectly, through their respective suppliers of products and services;
 - c. do not employ minors under 18, including apprentices, in places that are harmful to their formation, physical, psychological, moral and social development, nor in dangerous or unhealthy places and services, at times that

do not allow them to attend school, or at night, considering the period between 10:00 p.m. and 5:00 a.m.;

- d. comply with all occupational health and safety standards, as well as respect for consumers, employees, service providers and the communities established in the places where the **PARTIES** carry out their activities;
- e. do not use negative discrimination practices, which limit access to the employment relationship or its maintenance, such as, but not limited to sex, gender, origin, race, color, physical condition, religion, marital status, age, family status or pregnancy status; and
- f. undertake to protect and preserve the environment, as well as to prevent and eradicate practices that are harmful to the environment, performing their services in compliance with current legislation regarding the Brazilian Policy on the Environment and Environmental Crimes, as well as legal, normative and administrative acts related to the environmental area and correlated areas, emanating from the Federal, State and Municipal spheres.

IX. **SELLER** undertakes to keep books, accounts, records and other accounting documents in an accurate and accepted manner, if **SANTOS BRASIL** deems it necessary, that it audit directly or with the help of third parties, its books, accounts, records, invoices or other documentation that it deems essential to support the charges and/or requests for reimbursement, aiming to verify compliance with the legal requirements set forth in the Anti-Corruption Law and in the Internal Anti-Corruption Policy, with the **SELLER** proposing to cooperate in the course of any audit or request, proposing to submit, when requested, the documents necessary.

X. **SELLER** ensures and warrants that (i) its current representatives are not civil servants or government employees and that, if they are, **SANTOS BRASIL** was informed about said situation and carried out the necessary analyzes and considerations, not identifying any impact on the business relationship, (ii) it will inform in writing any appointment of its representatives as public servants or government employees.

XI. The **PARTY** that violates the clauses included above and is held responsible by the authorities will bear the penalties of the act committed by itself. Failure by the **SELLER** to comply with the guidelines set forth in the Internal Anti-Corruption Policy, as well as the legal obligations established in the Anti-Corruption Laws, will be considered a very serious breach of this signed agreement and will grant **SANTOS BRASIL** the right, acting in good faith, to declare terminated, without application of charge or any penalties, with the **SELLER** being responsible for the losses and damages, under the terms of the applicable law.

XII. **SELLER** shall inform **SANTOS BRASIL**, in writing and immediately, evidence of any violation of the Anti-Corruption Laws, Anti-Corruption Policy and this Commitment, and of

participation in bribery or corruption practices, which may occur in any of the companies of the group economic.

- XIII.** The **PARTIES** agree, on an irrevocable and irreversible basis, that the activities related to the Agreement must be conducted ethically, in compliance with the strictest and most rigorous principles of integrity and good faith in the conduct of business.
- XIV.** This is a permanent obligation and must last until the agreement termination.

TITLE IX

PERSONAL DATA PROTECTION

- I. The **PARTIES** declare that they comply and will continue complying with all legislation applicable to the privacy and protection of personal data, such as the General Data Protection Law (Law 13.709/2018 - LGPD), as well as all guidelines and standards issued by the National Authority Data Protection and other competent authorities.
- II. The **PARTIES** do not expect that the handling of personal data is necessary for the performance of the object of the Contract. However, the **PARTIES** are aware that they may process the personal data of employees of the other Party within the scope of maintaining the Contract, business relations and for related administrative purposes. The **PARTIES** recognize that, in said situations, they will act as Independent Controllers, being fully responsible for the respective handling of personal data carried out.
- III. The **PARTIES** undertake to keep Personal Data securely stored, using it for the purposes expressly authorized by the Contract, and they will only carry out Personal Data handling operations when absolutely necessary to comply with a specific purpose, and when such activity is legalized on the basis of applicable data protection legislation.
- IV. The **PARTIES** undertake to: (i) adopt all security, technical and organizational measures, under the commercial and legal aspects, to protect Personal Data against unauthorized and undue access or acquisition; (ii) protect Personal Data against its illegitimate use or disclosure; (iii) not to disclose Personal Data to third parties without the prior written consent of the other **PARTY**.
- V. The **PARTIES** also agree that, for cases in which the personal data handling is necessary for the execution of the object of the Contract, and **SANTOS BRASIL** appears as the Controller and the **SELLER** appears as the Operator, the following Guidelines will be followed:

1) DEFINITIONS AND INTERPRETATION

- 1.1. Unless otherwise defined, the terms and expressions used herein shall have the following meaning:
 - a) "Controller" means the party that determines the purposes and means of personal data handling;
 - b) "Operator" means the party handling personal data in accordance with the Controller's instructions and on its behalf;
 - c) "Data Protection Laws" means the General Personal Data Protection Law of Brazil and, to the extent applicable, the privacy or data protection laws of any other country;
 - d) "LGPD" means the Brazilian General Personal Data Protection Law (Law 13.709/18);

- e) “Personal Data Breach” means any occurrence or potential occurrence of access, acquisition, use, disclosure, change, damage or destruction of Personal Data, or any violation of applicable law or this instrument, in relation to the Personal Data Handling by the Data Operator.

- 1.2. The terms “Personal Data”, “Data Subject”, “Handling”, “Personal Data Protection Impact Report” and “National Authority” will have the same meaning provided for in the LGPD.

2) PERSONAL DATA HANDLING

- 2.1. The Data Controller engaged the Data Operator to perform certain activities that may result in access to documents, files or systems containing Personal Data of the Data Controller. For the Data Controller to ensure that its Personal Data is handled securely, the Data Operator must strictly follow and comply with the conditions and obligations described herein.
- 2.2. The Data Operator will handle Personal Data only to fulfill its obligations herein or as instructed by the Data Controller in writing from time to time. The Data Operator will never decide how to collect, use, access, maintain, modify, disclose, transfer or otherwise handle Personal Data, of which the Controller will remain the Data Controller.
- 2.3. The Data Operator agrees to keep records of all Personal Data Handling activities, including categories of Personal Data and Data Subjects, what types of data are handled, for what purposes and for how long the data is handled.
- 2.4. The Data Operator shall, to the extent required as part of the Data Operator’s obligations hereunder, ensure that all Personal Data handled by the Data Operator is accurate and, whenever necessary, kept it up-to-date and ensure that any Personal Data that is inaccurate or incomplete are deleted or rectified in accordance with the instructions of the Data Controller, this instrument or the applicable law.
- 2.5. The Data Operator agrees and warrants that all employees and persons authorized to handle Personal Data are subject to confidentiality obligations and/or professional or statutory obligations of confidentiality.

3) SECURITY

- 3.1.** The Data Operator shall protect the Personal Data provided by the Data Controller by implementing technical and organizational measures that guarantee an adequate security level.

4) REQUESTS OF PERSONAL DATA SUBJECTS

- 4.1.** The Data Operator will assist the Data Controller through appropriate technical and organizational measures to fulfill the Data Controller's obligation to respond to requests to exercise the data subject's rights, set out in Chapter III of the LGPD.
- 4.2.** The Data Operator must only correct, delete or restrict the Handling of Personal Data in accordance with the documented instructions of the Data Controller. To the extent that a Data Subject contacts the Data Operator directly for the purpose of correcting, restricting the Handling or deleting his/her Personal Data, the Data Operator will immediately forward this request to the Data Controller.
- 4.3.** The Data Operator must not respond to a request from a Data Subject, except as per documented instructions from the Data Controller or as required by applicable laws, in which case the Data Operator must, to the extent permitted by applicable laws, inform the Controller of this legal requirement before responding to the request.

5) IMPACT REPORT ON PERSONAL DATA PROTECTION AND PREVIOUS CONSULTATION

- 5.1.** The Data Operator must provide sufficient assistance to the Data Controller regarding Personal Data Protection Impact Reports, as well as prior consultations with the National Authority or other competent authorities in data protection matters, which the Data Controller deems reasonably required in accordance with Article 38 of the LGPD, or any other Data Protection Laws.

6) AUDIT RIGHT

- 6.1.** The Data Controller has the right to conduct audits in consultation with the Data Operator or to have them conducted by an auditor to be appointed in each individual case. The Data Controller has the right to carry out spot checks to verify the proper Handling of Personal Data in accordance with applicable laws, and to verify compliance and implementation of technical and organizational measures on site.
- 6.2.** The Data Operator shall, upon request, provide the Data Controller with the required information and documentation to fulfill its legal inspection obligation.

The Data Operator acknowledges the Data Controller's ownership and control over the Data.

- 6.3.** To the extent that deficiencies are identified by an audit, the Data Operator must immediately correct the deficiency or provide a correction plan acceptable to the Data Controller.

7) NOTICES IN CASE OF INCIDENTS

- 7.1.** If the Data Operator becomes aware that the applicable laws Personal Data protection laws or the provisions set out in herein have been violated, it must inform the Data Controller in writing, without undue delay and within a maximum period of twenty-four (24) hours from becoming ware of said violation.. The Data Operator, in consultation with the Data Controller, must immediately take appropriate measures to backup the Personal Data and minimize possible negative consequences for the Data Subjects.
- 7.2.** The Data Operator must assist the Data Controller regarding the Data Controller's obligation to provide information to the Data Subject in question and/or the National Authority, and immediately provide the Data Controller with all relevant information in this regard.

8) AUTHORITY TO ISSUE INSTRUCTIONS

- 8.1.** Personal Data will be handled exclusively as provided for herein and in accordance with the instructions of the Data Controller. The Data Controller's oral instructions must be confirmed immediately.
- 8.2.** The Data Operator must immediately inform the Data Controller if it considers that an instruction infringes any applicable law. The Data Operator has the right to suspend the execution of the relevant instruction until the Data Controller confirms or changes such instruction.

9) RESPONSIBILITY

- 9.1.** Regarding liability for damages caused by the Handling of Personal Data in violation of the LGPD, the provisions of Article 42 of the LGPD applies.
- 9.2.** Other legal liability claims remain unaffected.

10) INDEMNITY AND COSTS

- 10.1.** Data Operator agrees to indemnify, defend and hold the Data Controller and its affiliates and officers, employees and agents harmless from any claims and resulting damages, liabilities, expenses, fines and losses of any kind, insofar as arising out of, or relating to, the following: (i) failure of Data Operator (or failure of any Data Operator contractor or agent) to fulfill obligations herein or under Data Protection Laws; (ii) any Breach of Personal Data; and (iii) any negligence or willful misconduct by the Data Operator, or any third party to whom the Data Operator provides access to the Personal Data.
- 10.2.** Notwithstanding any provisions to the contrary, Data Operator shall be responsible for all costs and expenses incurred in fulfilling its obligations hereunder, including, without limitation, time and costs to provide assistance to the Data Controller under this instrument.

11) SUBPROCESSING

- 11.1.** Hiring contractors requires the prior written consent of the Data Controller.
- 11.2.** The Data Operator may engage contractors only by entering into a written agreement in the form and with the provisions set out herein, including audit rights for the Data Controller. Handling of Personal Data for the contractor and the initiation of Personal Data Handling by the contractor shall only be carried out after compliance with all relevant contractual requirements.
- 11.3.** The Data Operator remains responsible for the fulfillment of its obligations specified in the Contract and herein.

12) ELIMINATION OR RETURN OF PERSONAL DATA

- 12.1.** The Data Operator shall immediately stop Handling and promptly return or destroy the Personal Data in its possession, in accordance with the instructions of the Data Controller, when it is no longer necessary to provide the services to the Data Controller, after the termination or expiration of the Contract for any reason, or immediately upon request by the Data Controller.
- 12.2.** The Data Operator must provide the Data Controller with a written document confirming compliance with this clause within ten (10) working days counted as of the occurrence of each of the events provided for in the previous clause, as the case may be.

13) DATA TRANSFER

- 13.1.** The Data Operator may not transfer or authorize the transfer of Personal Data from the Data Controller to other countries without the prior written consent of the Data Controller. If Personal Data handled under this instrument is transferred to another country, the PARTIES will ensure that Personal Data is adequately protected. To this end, the PARTIES must agree on specific contractual clauses for a given transfer, which will include the content indicated by the National Authority.

- VI.** The **PARTIES** finally agree that in other cases of personal data handling, other clauses and conditions may be applied, which will be attached to the Contract.