

GENERAL SUPPLY CONDITIONS

CLAUSE ONE – RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

1.1 The following are the exclusive obligations of CONTRACTOR, notwithstanding the other obligations contained in this SERVICE ORDER and in its ATTACHMENTS:

- a) fully comply with all clauses and conditions of the present SERVICE ORDER and its ATTACHMENTS, with care and diligence, as well as perform the SERVICES pursuant to the best technical, safety, and quality standards, properly using CONTRACTEE'S premises and facilities when necessary, as well as any and all equipment, furniture, and utensil owned by CONTRACTEE.
- b) in the performance of the SERVICES, abide by the details of projects, schedules, descriptive memorandums, and respective specifications provided by CONTRACTEE or contained in the ATTACHMENTS to this SERVICE ORDER.
- c) maintain the administrative organization at the location of the provision of the SERVICES, providing any information requested by CONTRACTEE as to the progress of all works, always as briefly as possible, and appoint a professional in charge of the provision of the SERVICES.
- d) comply with the legislation in effect, CONTRACTEE'S rules and internal regulations, including the occupational health and safety and environmental protection procedures, and the provisions of the "Code of Professional Conduct and Integrity" (attached), as well as any other instructions issued by CONTRACTEE, and undertake to utilize all Personal Protection Equipment (PPEs).
- e) provide, whether partially or fully, any SERVICES that are provenly not in accordance with the specifications set forth in the terms of the present SERVICE ORDER and its ATTACHMENTS.
- f) maintain absolute secrecy concerning issues associated with the subject matter of this SERVICE ORDER. No information or document can be disclosed to third parties without the prior and express consent of CONTRACTEE, under penalty of violation of the contract and required

indemnification for the losses and damages incurred by CONTRACTEE.
g) CONTRACTOR will respond for any and all damages and losses caused to CONTRACTEE, third parties and/or the environment, by virtue of its action, omission, negligence or willful misconduct, as well as of its employees, and other professionals involved in the execution of this SERVICE ORDER, regardless of whether it is of a civil, tax-related, labor-related, environmental, or criminal nature, among others.

CLAUSE TWO – REMUNERATION, PAYMENT METHOD AND INVOICING RULES

2.1 The total amount indicated in the SERVICE ORDER is a mere price estimate, and includes any and all expenses incurred by CONTRACTOR, in addition to all taxes, such as Service Tax (ISS, Imposto sobre Serviços), contributions to the National Institute of Social Security (INSS, Instituto Nacional de Seguridade Social), and Income Tax (IR, Imposto de Renda), among other direct and indirect costs that are inherent to the SERVICE ORDER, being the only remuneration owed for the SERVICES, and no other obligation can be attributed to CONTRACTEE, unless with the prior and express authorization of CONTRACTEE.

2.2. When billing the SERVICES, CONTRACTOR must abide by the following rules:

- a) Bills of sale/invoices can only be issued after the express approval, by CONTRACTEE ("Manager of the SERVICE ORDER"), of the Measurement Report ("BM"; Boletim de Medição) presented by CONTRACTOR, which must contain a detailed description of the SERVICES effectively provided by CONTRACTOR within the relevant fiscal year.
- b) Once CONTRACTEE has approved and authorized the billing procedures, CONTRACTOR must issue the respective bills of sale/invoices, which must include the following information:
 - SERVICE ORDER number (which is internally generated by CONTRACTEE) and CONTRACT number, if any.
 - formal CONTRACT number (if any);

- description of the SERVICES effectively provided within the fiscal year (summary of the Measurement Report);
- all taxes to be withheld.

2.2.1 Bills of sale/invoices issued on a date prior to the approval of the Measurement Report and/ SERVICE ORDER, or which are not in compliance with the instructions set forth above, will be returned to CONTRACTOR for purposes of regularization, at no charge to CONTRACTEE.

2.3 CONTRACTEE is hereby authorized to make all withholdings and/or give all discounts of a fiscal/tax nature determined by the legislation in effect.

2.4 CONTRACTOR undertakes to present the tax invoices/invoices/bills of exchange including a complete description of the SERVICES provided and, when requested by CONTRACTEE, CONTRACTOR must also turn in the following documents:

- a) copy of the payrolls and proofs of payment of salary to all its employees and contractors who are involved in the performance of the SERVICES, such as check payable to the employee and/or contractor, payslip, or credit history in a bank account;
- b) copy of the union contributions, FGTS (Fundo de Garantia por Tempo de Serviço, Severance Pay Indemnity Fund), and social security payment forms of those employees and contractors involved in the performance of the SERVICES;
- c) Clearance Certificate – (JOINT) CND (Certidão Negativa de Débito) issued by the Federal Revenue.

2.5 In the event that any irregularity is ascertained in CONTRACTOR'S situation, CONTRACTEE can, at its sole discretion, withhold the payments payable to CONTRACTOR until CONTRACTOR complies with its obligations.

2.6 Payment will be made by CONTRACTEE within the term set forth in the SERVICE ORDER, from the date of receipt of the tax invoice/invoice/bill of exchange provided by CONTRACTOR, through bank deposit in an account held by CONTRACTOR or by paying the promissory note.

CLAUSE THREE – TERM AND TERMINATION

3.1 The present SERVICE ORDER will remain in effect until the date indicated in it and can, upon prior notification by the STAKEHOLDER, be terminated in the following cases:

- a) in case of cancellation, provided that notice is given 24 hours in advance;
- b) noncompliance with any of the clauses or conditions provided for in this SERVICE ORDER;
- c) declaration of bankruptcy, request for judicial or nonjudicial recovery, dissolution, liquidation, or insolvency of any of the PARTIES;
- d) mutual agreement between the PARTIES.

CLAUSE FOUR - GUARANTEE

4.1 The SERVICES will be guaranteed in accordance with the term defined by the PROVIDER or the legal term, whichever is longer, from the date on which they are effectively turned in/made available to CONTRACTEE.

CLAUSE FIVE - PENALTIES

5.1 Failure to comply with any obligation contained in the SERVICE ORDER will give rise to the payment by CONTRACTOR of a daily, non-compensatory fine equivalent to 0.5% (one half percent) of the total value of the SERVICE ORDER, limited to 20% (twenty percent), notwithstanding eventual losses and damages arising from noncompliance by CONTRACTOR.

CLAUSE SIX - FINAL PROVISIONS

6.1 Any and all changes to this SERVICE ORDER must be made through the signing of a new SERVICE ORDER.

6.2 This SERVICE ORDER binds the PARTIES, their successors and eventual assignors at any account.

6.3 The eventual tolerance with any violation of the terms and conditions of this SERVICE ORDER will be considered mere liberality by the PARTY and will not be construed as a novation or a waiver of the rights.

6.4 None of the PARTIES can use the other PARTY'S name, registered mark, logo or tradename without the prior express consent of the latter.

6.5 In case of differences between the SERVICE ORDER and the formal (written) CONTRACT signed by the PARTIES, the CONTRACT will prevail for all legal effects and purposes.

6.6 This SERVICE ORDER does not establish any corporate and/or labor relationship between the PARTIES, and CONTRACTOR is an independent company that provides specific and punctual services.

CLAUSE SEVEN - COURT

7.1 The PARTIES submit to the jurisdiction of the courts sitting in the City of Barueri/SP any action or proceeding to resolve any dispute or controversy related or arising from this CONTRACT, with the express waiver of the jurisdiction of any other court, however privileged it may be.