VALIDADO PELO JURÍDICO

OceanPact

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

1.1. The following words and expressions, whenever used in this document, in the singular or plural, shall have the meaning ascribed to them below:

“COMPANY” means legal entity duly evaluated by the CONTRACTOR in its supplier portal for the provision of services and/or acquisition of equipment/materials and/or rental of equipment by the CONTRACTOR;

“CONTRACTOR” means all the companies that make up the ECONOMIC GROUP of OCEANPACT SERVIÇOS MARÍTIMOS S.A. a duly constituted private company, headquartered at Rua da Glória, nº 122, salas 801, 802, 901 e 902, Glória, Rio de Janeiro/RJ, enrolled in the CNPJ/MF under no. 09. 114.805/0001-30 with a branch office established at Praça Alcides Pereira, 1 - part, Ilha da Conceição, in the City of Niterói, State of Rio de Janeiro, Zip Code: 24.050-350, registered in the CNPJ under No. 09.114.805/0002-11;

“CONFIDENTIAL DATA” means any data, information, materials, products, systems, techniques, strategies, methods of operation, details, innovations, trade secrets, trademarks, creations, technical and commercial specifications.

“EQUIPMENT/MATERIALS” means the supply by the COMPANY to the CONTRACTOR of goods of any kind, including, without limitation, industrial and administrative inputs, ready-made or custom-made equipment, software, hardware, intellectual property, raw materials of any kind, etc;

“GEOLOCATOR” means the process of determining or estimating the geographic position of an object and/or vehicle.

"GRUPO OCEANPACT" means any corporation, limited liability company or another entity, any division thereof, which controls or is controlled by the CONTRACTOR or under common control of a CONTRACTOR, where "control" shall mean direct or indirect ownership of a majority of votes or possession of the power to direct or cause the direction of the management and policies of an entity. Whether by voting securities, contract or otherwise. The terms “Controlling”, “controlled” and "under Common Control" have meanings correlative to the foregoing.

“RENTAL OF EQUIPMENT” means to rental against payment movable and/or immovable property owned by a third party.

“PARTIES" or "PARTY" means CONTRACTOR and COMPANY party, when mentioned together or individually, as the case may be.

"PURCHASE ORDER" or "PO" means a purchase order issued by the CONTRACTOR to the COMPANY, indicating types, conditions quantities and prices

agreed upon for the purchase of products, materials, equipment or services.

"SERVICE ORDER" or "SO" means the document issued by the CONTRACTOR with the description, authorizations, and direction of the service to be performed by the COMPANY, indicating its respective conditions.

"SERVICES" means the rendering by the COMPANY to the CONTRACTOR of any type of service, including, without limitation, services rendered on a continuous basis or in the form of contract work, technical services of consulting, advisory, project preparation, rental, transportation, etc.

2. INITIAL CONSIDERATIONS

2.1. The present attachment called **GENERAL TERMS AND CONDITIONS** constitutes an integral and complementary part of the **SO** and/or **PO** referring to the rendering of SERVICES and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT requested by the CONTRACTOR to the COMPANY.

2.2. By initiating the execution of the SERVICES and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT the SERVICE PROVIDER acknowledges having read and tacitly accepted, automatically committing to the faithful compliance with the General Terms and Conditions ("Terms and Conditions") available at website www.oceanpact.com.

3. SCOPE AND TERM

3.1. The scope of the present Terms and Conditions consists in the rendering, by the COMPANY to the CONTRACTOR, of the SERVICES and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT described in the SO and/or PO, main document linked to this Terms and Conditions.

3.2. The period of validity of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT will be that indicated in the SO and/or PO.

4. PRICES AND PAYMENT CONDITIONS

4.1. For the execution of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, the COMPANY will be entitled to receive the amounts established in the respective SO and/or PO, being the payments made by bank transfer.

4.2. The SERVICES and/or any supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT shall be calculated monthly based on the SO and/or PO and submitted to the CONTRACTOR for approval within 5 (five) business days through a pro forma invoice, which shall be sent by the COMPANY on the first business day of the month subsequent to the rendering of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT.

4.2.1. By providing SERVICES, upon express approval, the COMPANY may send the invoice, which shall be sent to and received by the CONTRACTOR by the 20th of each month. If this occurs after the 20th, the invoice will have to be cancelled, and another one will be issued in its place only on the first day of the following month.

4.3. The payment terms will be specified in the respective SO and/or PO.

4.4. The amounts referred to in the SO and/or PO are gross, and includes, therefore, all taxes and fees levied on billing. Such taxes and fees shall be paid by the responsible PARTY in the terms of the applicable tax legislation. The CONTRACTOR reserves the right to question, if necessary, with the COMPANY, the taxes and the respective amounts withheld.

4.5. The occurrence of error or insufficient data in the completion of the invoice will result in its return. The counting of the payment term will restart after receipt of the duly corrected invoice and shall observe the same system provided for in clause 3.2 above.

4.6. If there is an unreasonable delay in payment, the CONTRACTOR will only be considered in debt after written notification from the COMPANY, giving the CONTRACTOR 15 (fifteen) days to remedy the problem.

4.7. If the CONTRACTOR discovers any irregularity in the registration of the CNPJ/ME of the COMPANY, such as inaptitude, suspension, cancellation, nullity, or invalidity, during the validity of the present Terms and Conditions, the payments will be suspended until the referred irregularity is corrected. If the COMPANY does not regularize its cadastral situation within 30 (thirty) days, counted from the first retention of payment, the CONTRACTOR can, at its exclusive criterion, rescind the present Terms and Conditions immediately and appropriate the payments retained until then as previous compensation.

4.8. If the COMPANY has an office in a location other than the CONTRACTOR location, the COMPANY shall be responsible for the electronic registration of taxpayers before the competent municipal authority. If the COMPANY fails to do so and fails to present the applicable tax invoice auxiliary document, the CONTRACTOR will withhold ISS from the respective invoices, regardless of whether or not the tax is due to the municipality of its location. Payment for the transport services described in clause 5.28 is conditioned to the presentation of the measurement accompanied by the Geolocation of the service performed.

5. GENERAL OBLIGATIONS OF THE COMPANY

5.1. Provide the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT employing operational techniques and procedures known to be safe and efficient, equipment in good working order and workers with professional qualifications compatible with the nature of the activities.

5.2. Perform the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT within the deadlines stipulated in the SO and/or PO**.**

5.3. Ensure that all employees providing services under this Terms and Conditions are employees duly registered by the COMPANY and receive from the COMPANY the personal and collective protection equipment necessary for the execution of the services. If it is not possible to provide them until the beginning of the Work, such equipment will be provided by the CONTRACTOR, through discount in the Invoice in the following month, in double the real market value of the supplied equipment.

5.4. Maintain all authorizations, licenses, registrations and other documents required by

municipal, state and federal authorities, regulatory agencies, autarchies and other public entities and necessary for the execution of its activities valid.

5.5. The COMPANY agree to preserve the integrity of your workers, ensuring compliance with the health and safety rules and procedures of your own, the CONTRACTOR, and its customers' employees and agents, whenever applicable, including, but not limited to (i) the availability and obligation to use the appropriate PPE, especially when they are on the CONTRACTOR premises and/or providing SERVICES to the CONTRACTOR at third-party locations, (ii) training which the employees and agents who provide Services shall be submitted by the COMPANY; and (iii) the observance of applicable regulations, including the Regulatory Norms of the former Ministry of Labor and Employment (now Ministry of Economy) and ABNT norms.

5.6. The COMPANY shall make again, correct and/or complement the rendered SERVICES, but not accepted by the CONTRACTING PARTY, at its own expenses and within the period agreed upon between the PARTIES, and the SERVICE PROVIDER shall reimburse the CONTRACTING PARTY for any expenses.

5.7. The COMPANY shall honor, within the legal terms, all and any labor, security and social security obligations related to the payment of FGTS in relation to the personnel that will be used in the performance of the SERVICES, as well as the related fiscal and tax obligations that are applicable to it by force of the present Terms and Conditions and/or applicable law, presenting the respective receipts to the CONTRACTOR when requested by it.

5.8. The COMPANY shall be responsible for the damages that its employees and/or third parties under its responsibility may cause to the CONTRACTOR and/or third parties.

5.9. The COMPANY shall be fully responsible for your employees and shall keep the CONTRACTOR, its customers, affiliates, associates, partners, contractors and/or subcontractors free and clear of any and all claims, demands, demands, complaints, representations of any nature, fines and/or any liens of any nature, from and against any and all claims, demands, complaints, representations, fines and/or penalties of any nature whatsoever, whether administrative or judicial, commenced during or after the termination date of the SERVICES and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT, related to and resulting from these Terms and Conditions. If such retention is not feasible, the COMPANY agrees to reimburse the CONTRACTOR immediately after the request, all costs and expenses originated from these processes, including, but not limited to, legal fees directly hired by the CONTRACTOR.

5.10. The COMPANY shall present to the supervision of the CONTRACTOR, whenever requested, a document that proves the payment of all the labor debits that by law or by free agreement the COMPANY has the obligation to pay in the period, such as, for example, the proof of payment of the FGTS of its employees and the proof of regularity before the INSS.

5.11. The COMPANY shall prove payment of FGTS and INSS of the SERVICE PROVIDER's employees, which must be accompanied by the RE (List of Employees) that provide or have provided services described in these Terms and Conditions to the CONTRACTOR.

5.12. The COMPANY shall immediately notify the CONTRACTOR of the occurrence of any work accident involving the COMPANY's employees related to the present Terms and Conditions and be fully responsible for them in case of death and/or injury.

5.13. The COMPANY shall provide its employees with the Personal Protective Equipment - PPE and/or any other equipment necessary for the execution of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT foreseen in the object of the present Terms and Conditions.

5.14. The COMPANY shall at the time of issuing the SO and/or PO, submit to the CONTRACTOR all documents proving the good health status of the employees who will perform the Services, including, but not limited to the Occupational Health Certificate - ASO, within the validity period.

5.15. The COMPANY shall be solely responsible for the transportation, installation, de-installation, and handling of all equipment that is part of the scope of the SERVICE PROVIDER and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT and shall hold the CONTRACTOR harmless from all subsequent claims.

5.16. The COMPANY shall protect the CONTRACTOR from any claims from the personnel it may use in the provision of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, as a result of the execution of this document.

5.17. The COMPANY shall keep under strict confidentiality the content of the present Terms and Conditions and the information related to it, including all commercial and technical matters and other communications with the CONTRACTOR, which shall not be provided or revealed to third parties, under any circumstances, except when expressly authorized in writing by the CONTRACTOR.

5.18. The COMPANY shall agree to indemnify and hold the CONTRACTOR harmless from and against any and all claims for losses or damages of any nature that CONTRACTOR may have suffered or caused to third parties as a result of this Terms and Conditions, whether or not CONTRACTOR has purchased adequate and sufficient insurance.

5.19. The COMPANY shall provide, at no cost to the CONTRACTOR, within 48 (forty-eight) hours from the receipt of notification from the latter, the removal and, if necessary, replacement of any employee, whose permanence in the staff designated for the execution of the SERVICES is considered by the CONTRACTOR as harmful to safety, quality and/or the good progress of these.

5.20. The COMPANY will provide the SERVICES and/or Supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT independently, there being no agency and/or employment relationship between the COMPANY and the CONTRACTOR, nor between any of the COMPANY employees and the CONTRACTOR. The COMPANY shall have no authority to make any statements, affirmations, or commitments of any kind or to perform any acts that are binding on the CONTRACTOR.

5.21. The COMPANY ensure that all workers used in the performance of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT will comply with the provisions of the

CONTRACTOR QHSE Requirements, Anti-Corruption and Anti-Bribery Policy and Code of Ethics and Conduct.

5.22. When developing activities inside the CONTRACTOR facilities, the COMPANY shall plan, conduct and execute its SERVICES observing all safety and environmental norms in force in the Brazilian legislation.

5.23. When necessary, the COMPANY shall take out and maintain, at its own expense, insurance intended to cover the risks involved in the provision of SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, aiming at full insurance coverage in the event of an any claim under these Terms and Conditions, and as required by law.

5.24. The COMPANY shall not, under any circumstances, assign or transfer, by way of credit, any rights or subrogation of rights of action to any person or entity, including insurers and/or reinsurers, to obtain any type of compensation or indemnity from the CONTRACTOR, as a result of an accident and/or any damage or loss of the goods subject to the present contract.

5.25. The COMPANY shall deliver the MATERIALS/EQUIPMENT purchased by the CONTRACTOR at the location, days and time specified in the SO and/or PO, or any other location within the city perimeter to be defined by the CONTRACTOR and informed in advance to the COMPANY. The MATERIALS/EQUIPMENT will be received provisionally by the representative of the CONTRACTOR for later verification of the quality, quantity, specification, and price.

5.26. If the MATERIALS/EQUIPMENT present irregularities, incorrect specifications and are out of the determined standards, the receiving unit will reject them so that the COMPANY corrects the defects pointed out within 10 (ten) working days, from the receipt of the request.

5.27. In case of failure of the EQUIPMENT/MATERIALS foreseen in the SO and/or PO, the COMPANY will be responsible for the shipping costs resulting from their transportation for repair or replacement, including the removal and delivery of the EQUIPMENT/MATERIALS.

5.28. Applicable to the provision of land, sea and/or air transport SERVICES, the CONTRACTOR shall, under penalty of withholding payment:

a) Provide the vehicle object of the provision of SERVICES duly equipped and equipped with a GEOLOCATOR; It is
b) Obtain formal and express authorization from the CONTRACTOR before making any route changes related to the SERVICE provided, as well as, after authorization, making the necessary adjustments in the respective Invoice.

5.29. When applicable, bear the cost of repairing all damage caused to the CONTRACTOR or third parties Equipment(s) as a result of an accident or any other damage, as well as all expenses arising from these facts.

a) In the event that it is impossible to repair the damage caused to the Equipment(s), the COMPANY shall be responsible for replacing the damaged equipment belonging to the CONTRACTOR or third parties;´
b) In the case of imported equipment, the COMPANY shall also be responsible for bearing all costs arising from import procedures and taxes applicable;

c) In the event of the Equipment(s) becoming partially or totally inoperative, the CONTRACTOR or third parties shall be compensated for the current value of the Equipment(s) rendered inoperable.

5.30. Where applicable, be civil, administrative and criminally liable for any damage caused to the CONTRACTOR or third parties.

5.31. In the event of non-compliance with terms and conditions obligations, prior to the imposition of penalties, the CONTRACTOR shall notify the COMPANY to make the corrections and/or interrupt the defaults within 5 (five) days or within the period indicated in the notification sent.

5.32. If the breach is not remedied by the COMPANY within the period indicated in the above clause, in the event of non-compliance with any of the clauses of the General Terms and Conditions that does not have a specific fine already stipulated, the COMPANY shall be subject to the following penalties, at the discretion of the CONTRACTOR:

a) Penalty for non-compliance with any obligation under these General Terms and Conditions: corresponding to 1% (one percent) of the total value of the SO or PC, until the defaulted obligation is duly complied with;
b) Withholding of partial or total payment of the monthly measurement or installment for the period during which the obligation under these General Terms and Conditions is not complied with.
c) Termination penalties: arising from the justified termination of these General Terms and Conditions, in the amount of 10% (ten percent) of the total value of the SO or PC.

5.33. The CONTRACTOR's choice to apply the fines provided for in 5.32 shall not prejudice its prerogative to terminate the General Terms and Conditions on the grounds of default or delay in the fulfillment of the supply.

5.34. The termination of the General Terms and Conditions by the CONTRACTOR does not exclude the possibility of filing an action for compensation for additional damages, even with the application of the fines provided for in paragraphs "a" and "b" of clause 5.32.

6. THE CONTRACTOR'S OBLIGATIONS

6.1. The CONTRACTOR shall submit the signed SO and/or PO together with the acceptance of the Terms and Conditions, with the minimum advance required, before the time stipulated for the beginning of the execution of the SERVICES and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT.

6.2. The CONTRACTOR shall notify the COMPANY with reasonable notice about the possibility of extension of the period of execution of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or LOAN OF EQUIPMENT.

6.3. The CONTRACTOR shall provide the payment for the SERVICES and/or the supply of EQUIPMENT/MATERIALS and/or the RENTAL OF EQUIPMENT, as described in item 3 of these Terms and Conditions.

7. CONFIDENTIALITY

7.1. The SO and/or PO, the present Terms and Conditions, as well as all its attachments, shall be kept by the PARTIES under the strictest secrecy and confidentiality, as well as any CONFIDENTIAL DATA

that one of the PARTIES or any of its directors, professionals and/or agents may have access to, The COMPANY agrees not to disclose, reproduce, use or make known, under any circumstances, to third parties, as well as not to allow any of its directors, professionals and/or agents to make improper use of such CONFIDENTIAL DATA.

7.2. The obligations of secrecy and confidentiality set forth in this Term and Conditions will bind the PARTIES for a period of five (5) years, and its non-compliance by any of the PARTIES, without the express written authorization of the other PARTY, will allow the immediate termination of the business between the PARTIES, with the applicable penalties, and without prejudice to the liability for losses and damages proven to have been caused to the injured PARTY and/or third parties, and the criminal liability to which its managers will be held liable as a result of the breach of secrecy.

8. ANTI-CORRUPTION AND ANTI-BRIBERY

8.1 The PARTIES declare to be aware that the Brazilian legislation considers illegal to offer, pay, promise or authorize the payment of any amount, gift or anything of value, including, but not limited to gifts, entertainment, advantages or any benefit, directly or indirectly, to public officials, or to third parties related to them. For purposes of the fulfillment of the object of this Terms and Conditions, the PARTIES reciprocally assure each other that, in no way, they will violate the Brazilian anti-corruption legislation, including the Brazilian Penal Code, Law No. 8,429, of 1992 and Law No. 12,846, of 2013, and, in particular, they undertake not to promise, offer or give, directly or indirectly, undue advantage or anything of value to a public agent, or to a third person related thereto, with respect to the fulfillment of the object of this Terms and Conditions, for any purpose or effect. They also commit to comply with the guidelines of the Anti-corruption and Anti-bribery Policy and the Code of Ethics and Conduct of the CONTRACTOR, available athttps://oceanpact.com/oceanpact/governanca/under penalty of indemnity for any resulting losses and damages.

9. DATA PROTECTION

9.1 The PARTIES declare themselves aware of the rights, obligations and penalties contained in Law 13.709/2018 (General Law of Protection of Personal Data, or simply "LGPD"), and undertake to adopt all reasonable measures to ensure, by themselves, as well as their employees, collaborators and subcontractors that they use Personal Data (as such term is defined in art. 5 of the LGPD) to the extent authorized in said LGPD exclusively for specific purposes of the object of these Terms and Conditions.

10. INSURANCE

10.1. During the Term stated in the SO and/or PO, the CONTRACTOR shall maintain insurance coverage applicable to its activity with an insurance company of recognized reputation and, further, any insurance requested by the CONTRACTOR.

11. TERMINATION

11.1. The present Terms and Conditions, as well as its Attachments, may be rescinded immediately and without the need to send notice in the following cases:

a) If any of the PARTIES goes into bankruptcy, judicial reorganization or liquidation;

b) If the COMPANY violates Clauses 7 and 8 of the present Term and Conditions;

c) If the COMPANY suspends its activities/supply/equipment rental for a period superior to 15 (fifteen) days, hypothesis in which the COMPANY assumes the responsibility for eventual damages caused to the CONTRACTOR due to the suspension.

d) By initiative of the CONTRACTOR, without any right to compensation to the COMPANY, except the remuneration for the installment due until the date of the effective end of the SO or/and PO.

12. SUBCONTRACTING AND ASSIGNMENT

12.1. The COMPANY may not subcontract, in whole or in part, the execution of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT inserted in the SO and/or PO, without the prior written authorization of the CONTRACTOR, which , if it occurs, it will not exempt or reduce the responsibility of the COMPANY for the provision of SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, assuming the COMPANY, from the outset, the condition of co-obligation and solidarity accountable to the subcontractor for the corresponding obligations, as debtor and main payer.

12.1.1. All costs, direct and indirect, of the eventual subcontracting, are of the total and sole responsibility of the COMPANY, not being entitled to claim any additional payment to the CONTRACTOR, in any way whatsoever.

12.2. The COMPANY may not transfer or assign, in whole or in part, any of its rights or obligations under these Terms and Conditions, including any receivables or credit rights arising therefrom, even for warranty purposes, without the prior written consent of CONTRACTOR. However, the CONTRACTOR may transfer or assign its rights and obligations under this Term and Conditions to its affiliates, regardless of the COMPANY party's consent.

12.3. The COMPANY obligates itself to make the assignee or subcontractor observe all clauses and conditions of this term.

12.4. All assignments or subcontracts made in disagreement with the provisions of this clause will be considered null and void.

13. GENERAL PROVISIONS

13.1. It is forbidden to subcontract to third parties for the execution of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, unless previously authorized by the CONTRACTOR, remaining the COMPANY, in this case, responsible for the activities that will be performed by its subcontractors and providers of SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, as well as for eventual penalties resulting from infractions committed. The CONTRACTOR shall not be liable for any penalties that may arise from any infraction, lawsuit or any other action proposed by its employees and/or employees of subcontracted companies, exempting the CONTRACTOR from any liability, jointly and/or severally, in relation to such contracts, acting as an independent contractor,

there being no employment, agency or representation relationship between the COMPANY and/or its employees and the CONTRACTOR.

13.2. If the SERVICES involve the provision of EQUIPMENT/MATERIALS by the COMPANY, the COMPANY shall be solely responsible for the storage of such EQUIPMENT/MATERIALS, as well as for the security of property both at the storage location and at the locations where such equipment and/or materials are to be used.

13.3. The COMPANY shall protect, defend, indemnify, and hold harmless the CONTRACTOR and all other companies within the OCEANPACT GROUP, as well as any third parties that may be subcontracted by the COMPANY, from and against any claims, costs, lost profits damages of any nature, including environmental (including, without limitation, property damage, economic loss, cost of utilities, personal injury, and death) arising from the provision of the services object of the SO and/or PO, answering, including, for its subcontractors, agents or employees

13.4. No corporate or employment relationship is established between the PARTIES, their partners, employees, subcontractors or third parties related to the provision of the SERVICES and/or supply of EQUIPMENT/MATERIALS and/or RENTAL OF EQUIPMENT, by virtue of the acceptance of the Terms and Conditions or the issuance of the SO and/or PO.

13.5. The PARTIES may not, without the prior consent of the other, assign, pledge or otherwise transfer the obligations arising from the issuance of the SO and/or PO or acceptance of these Terms and Conditions.

13.6. The failure by the PARTIES to exercise any of the rights or prerogatives set forth in these Terms and Conditions, SO and/or PO, or even in the applicable legislation, shall be considered an act of mere liberality, not constituting an amendment or novation of the obligations set forth herein, whose compliance may be required at any time, regardless of prior notice to the PARTY.

13.7. These Terms and Conditions, as well as the SO and/or PO can only be altered, in any of its provisions, by means of a written Amendment.

13.8. These Terms and Conditions, as well as the SO and/or PO, constitute the final agreement between the PARTIES with respect to the SERVICES to be provided by the COPMANY to the CONTRACTOR, superseding and replacing any negotiations, pre-contracts, agreements, and proposals of the PARTIES, whether oral or written, entered into or submitted prior to the date of signature of these documents.

13.9. The PARTIES undertake, reciprocally, to: **The SERVICE PR**

(i) Act always in accordance with the principles of good faith and fair practices.

(ii) Not to employ, directly or indirectly, and to make sure that its subcontractors do not employ, in any hypothesis, Child Labor, as well as not to use, directly or indirectly, and to make sure that its subcontractors do not use, in any hypothesis, Forced Labor, Degrading Labor, or Slave Labor.

(iii) Conduct all activities arising from the SO and/or PO in full respect of the rules and treaties on Human Rights ratified by the Federative Republic of Brazil, also including

the provisions of the Federal Constitution of this country on the subject.

13.10. These Terms and Conditions, as well as the SO and/or PO, bind the Parties and their successors in any capacity.

13.11. The courts of the district of Rio de Janeiro are hereby elected to settle any conflicts that may arise from the relationship established in these Terms and Conditions that cannot be resolved amicably directly by the PARTIES.