Brasil
TERMINAL PORTUÁRIO
Acreditar e Inovar

GENERAL
GUIDELINES

ÉTICA sempre
NOSSA EMPRESA COM TRANSPARÊNCIA E RESPONSABILIDADE

Jurídico+
digital
acessível
simples

obligations OF THE CONTRACTED PARTY

1 The **CONTRACTED PARTY** shall always use the best technique in the performance of the contracted services, using qualified personnel, previously trained and skilled, supervising the services and also undertaking to redo any and all service that does not conform to the standards acceptable by the **CONTRACTING PARTY**.

1.1 During the performance of the contracted services, the **CONTRACTED PARTY**, its employees, subcontractors or representatives shall be duly trained, wearing uniforms and an identification badge.

2 The **CONTRACTED PARTY** may not subcontract the services herein contracted by the **CONTRACTING PARTY** unless otherwise previously and expressly authorized by the latter in a contract or amendment.

2.1 In the event that the **CONTRACTING PARTY** authorizes the subcontracting, the **CONTRACTED PARTY** will remain entirely responsible for the acts of the **SUBCONTRACTOR.**

3 The **CONTRACTED PARTY** will comply with the determinations of the **CONTRACTING PARTY** with regard to the safety rules, priority criteria and procedures to be followed, acting with diligence and care, ensuring that the contracted services progress well preventing stoppage of the activities exercised by the **CONTRACTING PARTY.**

3.1 The **CONTRACTED PARTY** hereby undertakes to have a Daily Safety Dialogue (DSD), before the beginning of the activities, involving all its employees allocated to the execution of the services herein contracted, and to send to the Labor Safety Department of the **CONTRACTING PARTY** documents supporting such dialogue, on monthly basis (until the fifth business day of the month subsequent to the rendering of the services).

4 The **CONTRACTED PARTY** shall observe all laws in force, including, but not limited to, the rules relating to occupational safety, health, and the environment, and the "e-social" digital system, taking full responsibility for whatever penalties applied at any levels, hereby exempting the **CONTRACTING PARTY** from any liability to that effect.

5

The **CONTRACTED PARTY** will supply the personal protection equipment (PPE) required and mandatory for the performance of the contracted services as provided in the Occupational Health and Safety Rules and policies of the **CONTRACTING PARTY.**

5.1 The **CONTRACTED PARTY** shall be solely responsible for controlling the use/wear of the PPE's as well as for the payment of any fines for failure to use/wear them or other irregularity, which may be applied against the **CONTRACTING PARTY** by the authorities in charge for nonobservance of the legal requirements.

6 The **CONTRACTED PARTY** hereby declares to be aware of and compliant with the provisions of the Federal Revenue of Brazil (RFB) Normative Instruction n. 1985, dated October 29, 2020, and in the event of noncompliance with any rule herein mentioned, the contract may be immediately terminated by the **CONTRACTING PARTY** without notice.

7 It is hereby understood that the **CONTRACTED PARTY** may not assign to its employees any tasks outside their specific job description and employment contracts.

8 The **CONTRACTED PARTY** is hereby responsible for obtaining and maintaining, at its own expense, all authorizations, licenses, and documents necessary for the appropriate performance of the services subject matter hereof.

8.1 The **CONTRACTED PARTY** hereby undertakes to maintain a valid General Liability Insurance contract covering the contracted services.

9 **Replacement of Employee:**

The **CONTRACTED PARTY** shall replace any employee, subcontractor and/or agent whose behavior is deemed inappropriate by the **CONTRACTING PARTY** within twenty-four (24) hours after request of the latter, at the most.

10

The **CONTRACTED PARTY** assumes full responsibility for and undertakes to indemnify and hold harmless the **CONTRACTING PARTY** from and against any damage inflicted to the latter or to third parties, including, but not limited to, pain and suffering, property damage, image damage, loss of profits and consequential losses originating from act, omission, negligence, imprudence or unskillfulness on the part of its employees, subcontractors and/or agents as regards the rendering of the services herein contracted, provided the responsibility for the wrongdoing is identified, as excepted.

11 The **CONTRACTED PARTY** expressly states that:

a) The services herein hired fit its corporate purpose, and it has the knowledge and experience necessary for their performance; and

b) It has the technical, organizational, and financial structure to carry out the services, and so no reimbursement or indemnification shall apply for investments made by the CONTRACTED PARTY in its corporate structure to meet the subject matter hereof.

obligations OF THE CONTRACTING PARTY

12 The **CONTRACTING PARTY** shall pay the invoice/-tax invoice submitted by the **CONTRACTED PARTY** according to the deadlines and terms established in contract.

13 The **CONTRACTING PARTY** shall make it possible for the employees, agents and/or subcontractors of the **CONTRACTED PARTY** to enter its premises, when and if necessary, for the performance of the contracted services and since they are previously and duly identified and there is no objection against them on the part of the customs authorities.

ANTICORRUPTION

14

The **CONTRACTED PARTY** represents and undertakes that in the performance of this Agreement, it and all of its affiliates, directors, officers or sub-contractors will comply in all material respects with all applicable laws, rules, regulations or similar instruments including relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulator).

The **CONTRACTED PARTY** will not give, promise or attempt to give or approve the giving of anything of value to any person, for illegal purposes or for improperly obtaining or retaining business.

The **CONTRACTED PARTY** shall not deal, or cause the other Party to deal with, any person or entity in respect of transactions prohibited by foreign trade controls, except with the **CONTRACTED PARTY's** prior written consent; or which could damage **CONTRACTING PARTY's** commercial or other reputation interests, even if not in violation of any foreign trade controls.

The **CONTRACTED PARTY** has established processes and maintains policies and procedures to prevent violation of Clause 14.

If the **CONTRACTED PARTY** breaches any of its obligations or representations in this clause, **CONTRACTING PARTY** may terminate this Agreement with immediate effect without incurring any liability.

TAXES AND CHARGES

15 All taxes and other charges due as a direct or indirect result of the performance of the contracted services will be on the account of the **CONTRACTED PARTY**, which will pay them without right to reimbursement or transfer to the **CONTRACTING PARTY.**

15.1 When, due to legal determination, the **CONTRACTING PARTY** is liable for the payment of the taxes and other charges due, applying on the services herein contracted, the **CONTRACTING PARTY** will pay them within the legal deadlines and will discount said payment from any sum due to the **CONTRACTED PARTY** as provided in the current laws.

CONFIDENTIALITY

16 The **CONTRACTED PARTY** undertakes to keep under the most absolute secrecy and fully confidential all information received from the **CONTRACTING PARTY**, whether disclosed in writing or not, expressed in whatever manner or by whatever means, including magnetic media, regardless of being classified as confidential information, for a period of five (5) years from completion of the services.

16.1 The stipulations and obligations under item 16 will not apply to any information that:

a) Is provably in the public domain on the occasion of the disclosure;

b) Is disclosed by order of a competent Government Entity provided the **CONTRACTED PARTY** notifies the **CONTRACTING PARTY** straight away on the existence of such order, previously and in writing, and gives the latter, to the extent possible, the required time to claim such protection measures as it may deem applicable.

17 Failure to comply with the provisions of this clause will lead to the application of penalties as provided herein **(under "Penalties").**

18 All information provided by the **CONTRACTING PARTY** during the quotation process is for its exclusive use and shall be handled as confidential according to the stipulations hereof, and their disclosure is not allowed without the previous and express authorization of the **CONTRACTING PARTY.**

Protection law for PERSONAL INFORMATION

19

For the perfect understanding and construction of this Clause, the following words/phrases listed below will be adopted herein from among those defined in Article 5 of the Federal Law n. 13.709/2018 ("General Data Protection Law"), whether used in the singular or plural, in the male or female gender, unless otherwise expressly indicated.

a) "Personal Information": any data obtained because of this Contract and relating to a natural person, either identified or identifiable, such as for instance, but not limited to: name, CPF (tax ID), RG (general identification number), home or office address, number of mobile or fixed telephone, email address, information on geolocation, and others.

b) "Sensitive Personal Information": Personal Information on racial or ethnic origin, religious belief, political opinion, union membership or association with a religious, philosophical, or political organization, data referring to health or sexual life, genetic or biometric data with regard to a natural person.

c) "Data Subject": the natural person to whom the Personal Information being processed refers.

d) "Processing": any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

e) "Controller": person who is in charge of taking the decisions regarding the processing of the Personal Information, especially those concerning the purposes and means of processing of Personal Information.

f) "Processor": the party who processes the Personal Information according to instructions from the Controller.

g) "Encarregado": (Data Protection Officer in the European law): representative indicated by the Controller and Processor to serve as communication liaison among the Controller, the Data Subjects, and the National Data Protection Authority (ANPD).

h) "National Data Protection Authority" ("ANPD"): agency responsible for supervising compliance with the provisions of the General Data Protection Law in the Brazilian territory.

i) "Incidents": any illegal or non-authorized access, acquisition, use, alteration, undesired disclosure, loss, destruction, or accidental damage involving Personal Information.

20 The Parties undertake to process Personal Information in strict observance of the purpose set forth in the Subject Matter of this Contract and for the period agreed in the Duration Clause and in the General Data Protection Law and other applicable privacy and data protection laws as provided in these General Guidelines, without prejudice to any Losses incurred by the **CONTRACTING PARTY.**

20.1 For the purpose hereof, "Loss" means any and all damage, losses, liabilities, costs, expenses and monetary losses, including, but not limited to, lawyers' fees, court costs, interest and fines, and pecuniary penalties applied by the National Data Protection Authority – ANPD or any other situation that requires payment of sums by the **CONTRACTING PARTY**, in its capacity of Controller, because of the processing of Personal Information by the **CONTRACTED PARTY,** in its capacity of Processor, provided the events leading to such consequences result from:

I) Failure by the **CONTRACTED PARTY**, or third parties hired by it, to comply with the provisions stated herein and in the General Data Protection Law and other applicable privacy and data protection laws; or

II) Any accidental or deliberate exposure of Personal Information.

21 The **CONTRACTED PARTY** undertakes not to transfer and/or share with third parties the Personal Information processed in view of this contractual relationship unless it is indispensable for the performance of the subject matter hereof and upon express consent of the **CONTRACTING PARTY**, in writing. When the transfer and/or sharing of Personal Information is authorized by the **CONTRACTED PARTY**, the confidentiality of data shall be guaranteed, maintaining the purpose for which the data were collected and the subject matter of the expressed consent, the integrality and the availability of said data.

22 The **CONTRACTED PARTY** will not collect, use, access, maintain, modify, disclose, transfer or in any other manner process the personal information so as to distort the purpose stated in the subject matter of this Contract, except for the cases of awareness and express written authorization by the **CONTRACTING PARTY.**
The **CONTRACTED PARTY** undertakes, further, to institute and maintain a comprehensive security program to protect the data necessary for the processing of the Personal Information. The program should contemplate, but not be limited to, the adoption of policies for risk management, access control and management of identities, and policies for the awareness and training of its employees.

23 In view of the increased legal severity that is required by Sensitive Personal Information, the **CONTRACTED PARTY** acknowledges that the transactions involving the Processing of such data will be ensured appropriate technical protections, which are able to maintain the integrity, confidentiality and security of such information. The **CONTRACTED PARTY** agrees to carry out the Processing of Sensitive Personal Information only when strictly necessary for the compliance with the contract provisions.

24 Considering the Personal Data Processing that is done by the **CONTRACTED PARTY** or its affiliates, employees, representatives, subcontractors, the **CONTRACTED PARTY** shall ensure that every person involved in the Personal Data Processing on its behalf, because of this Contract, will comply with all the provisions of this clause.

24.1 The **CONTRACTED PARTY** will maintain duly up-to-date and mapped the registrations of the processes of Personal Information Processing, which will contain the category of the processed data, the subjects involved in the activity, the purpose of the sundry processing activities made and the length of time the personal data will be processed and stored after compliance with their original purpose.

25 In view of the execution of this Contract, the **CONTRACTED PARTY** expressly authorizes the **CONTRACTING PARTY**, through its Controller and upon previous notice sent at least forty-eight (48) hours in advance, to audit its systems and/or internal procedures relating to the processing of the Personal Information necessary for the performance hereof, in order to verify the compliance with the provisions of this Clause and the observance of the General Data Protection Law and of other applicable privacy and data protection laws, or because of notification from ANPD.

25.1 The procedure described under 25 above will be carried out by the **CONTRACTING PARTY**, its affiliates, or by third parties hired solely for such purpose. During the audit, the **CONTRACTED PARTY** shall ensure:

I) Full access to the facilities and information files (either physical or electronic) related to the subject matter hereof; and

II) Full support of its employees to fulfill the required procedures.

25.2 In case inconsistencies or irregularities are identified as to the manner the audits are carried out, the **CONTRACTED PARTY** shall arrange for immediate correction, and shall prove to the **CONTRACTING PARTY** the mitigating measures taken within forty-eight (48) hours at the most.

26 The **CONTRACTED PARTY** shall, at the request of the **CONTRACTING PARTY** or on termination of the existing contractual and obligational relation, return or make available all the Personal Information shared in view of the performance of the subject matter hereof, besides excluding them in a final and permanent manner and sending proof of the anonymization or elimination.

27 If the **CONTRACTED PARTY** is compelled to furnish or disclose Personal Information because of a court order or official communication, it shall notify the **CONTRACTING PARTY** on the occurrence within forty-eight (48) hours at the most and enable the timely adoption of legal measures to prevent or mitigate the effects deriving from the disclosure of the personal data relating to said requisition or subject matter thereof. Likewise, in case the **CONTRACTED PARTY** is notified by ANPD to provide explanations because of the performance of the services that are the subject matter hereof, it shall notify the Encarregado (Data Protection Officer) and the Controller to provide the required information within forty-eight (48) hours, and to follow up on the notification.

28 In case of occurrence of an Incident involving the Personal Information processed in view of this contractual relationship, the **CONTRACTED PARTY** shall communicate it to the **CONTRACTING PARTY** by email and registered mail, within forty-eight (48) hours after becoming aware of it, informing:

I) date and time of the Incident;

II) date and time when the CONTRACTED PARTY became aware of the Incident;

III) description of data involved;

IV) number of data involved;

V) the Data Subjects affected by the event; and

VI) description of the possible consequences of the Incident.

29 The **CONTRACTED PARTY** will cooperate at large to facilitate the investigation and remediation of a data breach and shall not inform any third party about any data breaches without obtaining prior consent, in writing, of the **CONTRACTING PARTY**, except as may be strictly required by the Privacy Laws, and it that case, unless it is forbidden by law, it shall notify the **CONTRACTING PARTY** prior to informing any third parties, limiting the disclosures to what is required by the Privacy Law.

30 The **CONTRACTED PARTY** agrees to defend and assist the **CONTRACTING PARTY** in preventing or mitigating the risks and to indemnify the latter where it is determined that the breach occurred by the exclusive or comparative fault of the **CONTRACTED PARTY**. Losses incurred by the **CONTRACTING PARTY** or any other situation that requires payment of pecuniary amounts by the **CONTRACTING PARTY** to respond, remedy and/or mitigate damage caused by an Incident.

LABOR CONDITIONS

31 The **CONTRACTED PARTY** is solely and exclusively responsible, with respect to its employees, for all fiscal, social security and labor charges, the FGTS (Government Severance Indemnity Fund for Employees) contribution, PIS (Social Integration Program) tax, as well as for all benefits determined through agreements with unions of the area where the services will be performed. The **CONTRACTED PARTY** shall submit to the **CONTRACTING PARTY** the documents listed below:

THIRD PARTY DOCUMENTATION	
Monitoring of Documentation – Over-6 Month Contracts	
Documents	**Frequency of Submission**
Subcontracting Agreement - Outsourcing	Upon entering contract
Copy of Contract (Employee)	Upon entering contract
Articles of Organization/Articles of Incorporation	Upon entering contract
CTPS (Employment and Social Security Book)- Pages of Picture, Description and Employment Registration	Upon entering contract
ASO – Occupational Health Certificarte	Upon entering contract
FGTS Severance Indemnity Statement of Employee	Upon employee's discharge
Authenticated Copy of the Termination Employment Examination	Upon employee's discharge
Proof of Payment of Social Security Contribution (GPS)	Upon employee's discharge
Proof of Unemplyment Insurance	Upon employee's discharge
Employment Contract Termination Instrument	Upon employee's discharge
List of Employees Performing Services in the area under Contract with Brasil Terminal Portuário	Quarterly
Clearance Certificate for Labor Debts	Quarterly
CNH – Driver's License	Quarterly
CNPJ – Corporate Taxpayer Identification Extract	Quarterly
CND - Debt Clearance Certificate – Federal Revenue	Quarterly
Municipal CND – Debt Clearance Certificate	Quarterly
State CND – Debt Clearance Certificate	Quarterly
Good Standing Certificate – Government Severance Indemnity Fund for Employees (FGTS)	Quarterly

Non-submission of the documents listed in the above table will cause the withholding by the **CONTRACTING PARTY**, at its discretion, of the payments owed to the **CONTRACTED PARTY** until such documents are actually submitted and said withholding shall not cause any burden on the **CONTRACTING PARTY.**

32 It is stipulated that no employment relationship is hereby established between the **CONTRACTING PARTY** and the employees, subcontractors and/or agents employed by the **CONTRACTED PARTY** and used either directly or indirectly for the performance of the services hereby contracted. All expenses with such personnel shall be on the sole account of the **CONTRACTED PARTY.**

33 It is hereby agreed between the Parties that in case it is necessary to create a CEI registration by the **CONTRACTED PARTY** linked to the **CONTRACTING PARTY**, the first shall obtain previous and express authorization from the second for such action, and the **CONTRACTED PARTY** shall be entirely liable for any and all obligations concerning the CEI so created.

34

The **CONTRACTED PARTY** undertakes to be substituted as defendant in the event of court and out-of-court actions filed by its employees, subcontractors and/or agents against the **CONTRACTING PARTY**, provided they are related to this contract and because of the performance of the services herein contracted.

34.1 In the case provided in clause 34, the **CONTRACTING PARTY** may withhold monthly the amounts disbursed by it with regard to the proceeding expenses, lawyer's fees, and the amount in dispute until the **CONTRACTED PARTY** has entirely been substituted as defendant or settled with the Plaintiff putting an end to the court proceedings.

34.2 In case of such withholding by the **CONTRACTING PARTY**, the **CONTRACTED PARTY** shall issue monthly invoices indicating the amounts to be withheld by the **CONTRACTING PARTY**.

34.3 In the event provided in clause 33, the **CONTRACTED PARTY** undertakes further to request immediately the exclusion of the **CONTRACTING PARTY** from the dispute, and be substituted as sole defendant.

34.4 In the event that the **CONTRACTING PARTY** may not be excluded from the dispute and ordered to make any labor and social security payments regarding the employees, subcontractors and/or agents of the **CONTRACTED PARTY** used in the performance of the services herein contracted, then the latter shall indemnify the **CONTRACTING PARTY** all the sums assessed against it, after the judgment has become unappealable, as well as lawyer's fees and all costs incurred by the **CONTRACTING PARTY** during the proceedings, including, but not limited to, cost of loss of suit, cost of remedies, procedural and appellate costs, court deposits and others.

34.5 If the **CONTRACTED PARTY** does not pay the amounts provided in this clause, the **CONTRACTING PARTY** reserves the right to discount such amounts from the payment of the next invoices to be issued or from those that are pending payment.

35 **Work of minors:**

The **CONTRACTED PARTY** undertakes to comply strictly with the restrictions contained in the Federal Constitution, and not to use the work of minors under the age of eighteen (18) in nightly, dangerous, or unhealthy activities, and not to use minors under the age of sixteen (16) in any work related to this contract, except in the condition of apprentice from fourteen (14) years of age on.

36 The **CONTRACTED PARTY** shall be responsible for occupational safety and the prevention of occupational accidents involving its employees, subcontractors and/or agents during the performance of the contracted services, and shall strictly monitor compliance therewith.

TERMINATION

37 This contract may be automatically terminated by the Parties regardless of notice or judicial or extrajudicial notification upon occurrence of any of the following events:

a) Insolvency, bankruptcy, court supervised reorganization, dissolution or court or out-of-court winding-up of any one of the parties.

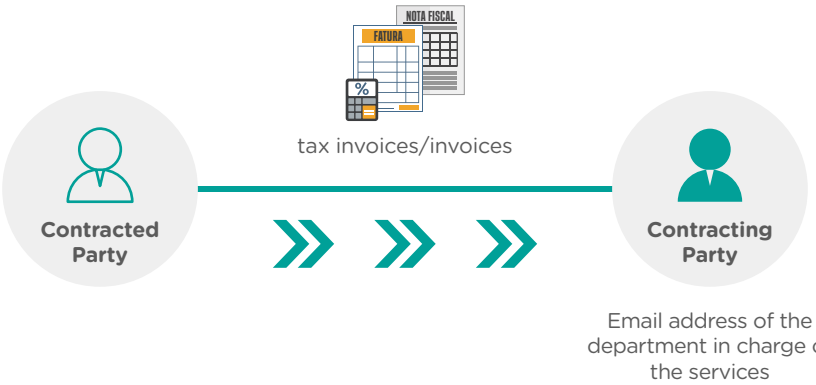
b) Non-compliance by any of the parties hereto with an obligation provided herein.

38 This instrument may be still terminated by any of the parties hereto regardless of cause upon thirty (30) day's previous notice, in writing, addressed to the other party. In this case, the termination shall not result in a burden for any of the parties, but the **CONTRACTED PARTY** is ensured payment for the months when the services were rendered.

38.1 Irrespective of the case provided herein, the **CONTRACTING PARTY** reserves the right to withhold any amounts due by the **CONTRACTED PARTY** as provided herein.

terms of PAYMENT

39 The services will be invoiced by the **CONTRACTED PARTY** against the **CONTRACTING PARTY** under the federal tax identification (CNPJ) number 04.887.625/0001-78, and respective invoices/tax invoices shall be sent to the electronic address of the department in charge of the services.



40 The invoices issued against the **CONTRACTED PARTY** will be received by the **CONTRACTING PARTY**

- Until the twenty-third (23rd) of the month of issue.
- If the invoice is not delivered within such period, the **CONTRACTED PARTY** shall issue it on the first day of the following month and deliver it to the **CONTRACTING PARTY** until the twenty-third (23rd).

40.1 The **CONTRACTED PARTY** shall issue the tax invoice according to the amounts and deadlines agreed in contract, and may not include expenses, additional services and/or adjustments without the previous and express authorization of the **CONTRACTING PARTY**, in writing.

40.2 ny requests for reimbursements by the **CONTRACTED PARTY** to the **CONTRACTING PARTY** shall be accompanied by original proof of payment.

41 If the invoice/tax invoice maturity happens to be on a (local, state or national) holiday, Saturday or Sunday, it is hereby stipulated that the maturity will automatically be postponed, without charge to the **CONTRACTING PARTY**, to the window of payment immediately following.

41.1 In case an irregularity is found in the invoice/tax invoice or in the documents submitted by the **CONTRACTED PARTY**, the **CONTRACTING PARTY** will communicate it to the **CONTRACTED PARTY** and respective payment shall be made by the **CONTRACTING PARTY** only within thirty (30) days from the correction of the invoice/tax invoice or documents, but said situation shall not interfere in the performance of the services by the **CONTRACTED PARTY.**

42

The window of payment of the **CONTRACTING PARTY** to be considered by the **CONTRACTED PARTY** will be every Monday. This is the weekday when payments are made by the **CONTRACTING PARTY**. Thus, if the maturity falls on any other day of the week, but not a Monday, payment will be postponed to the next business Monday, without any charge to the **CONTRACTING PARTY.**

42.1 When payment is not made by deposit in bank account, but through bank invoice (boleto), the **CONTRACTED PARTY** shall issue a new bank invoice in such event as described in the head provision of clause 42.

The **CONTRACTED PARTY** may not, in any case whatsoever, even if to meet the request of an employee of the **CONTRACTING PARTY**, render services unrelated to the subject matter hereof and, to make it clear, in case any invoice/tax invoice is submitted in such conditions, it will not be paid by the **CONTRACTING PARTY.**

REIMBURSEMENT OF EXPENSES

43 The **CONTRACTING PARTY** does not reimburse suppliers or subcontractors for the following expenses:

- Alcoholic beverage, cigarettes, desserts, meals, overtime, displacement time, air tickets, ticket date change fee, re-booking charge or tariff difference; baggage, damage, loss and missing baggage insurance, fee for excess baggage or extra charges for baggage, clothes, utensils, and others.

43.1 If provided in contract, the **CONTRACTING PARTY** will reimburse for lodging expenses against submission of three (3) estimates for validation by the **CONTRACTING PARTY**, and shall also reimburse for kilometrage at the rate per kilometer specified by the **CONTRACTING PARTY**.

43.2 The submission of valid proof of expenses incurred is required for the reimbursement.

ISPS CODE

44 In the event that employees of the **CONTRACTED PARTY** are required to enter the premises of the **CONTRACTING PARTY**, it will be necessary to have the employees of the **CONTRACTED PARTY** registered with the Customs of Santos and CODESP (Dock Company) in observance of the Ordinance n. 200 of the Santos Port Customs and the International Ship and Port Facility Security Code – ISPS CODE. If such requirement is not complied with, the employees shall not be allowed to enter by the **CONTRACTING PARTY.**

PENALTIES

45

Failure by the **CONTRACTED PARTY** to comply with any of the clauses of the contract or its annexes shall imply a fine of ten per cent (10%) on the contract price.

45.1 In the event that a fine is applied by the **CONTRACTING PARTY** or if there are amounts to be indemnified by the **CONTRACTED PARTY** to the **CONTRACTING PARTY** because of losses inflicted to the latter, as provided herein, it is hereby agreed between the Parties that any amount concerning the items mentioned above will be discounted from the **CONTRACTED PARTY** in the invoice following the occurrence.

46 The reiterated non-compliance with and nonobservance by the **CONTRACTED PARTY** of the national and international laws applicable to this contract, its annexes and related documents, as well as failure to cooperate with the audit designated by the **CONTRACTING PARTY** will be deemed a breach of contract and shall give cause to the application of the penalties provided herein.

46.1 The **CONTRACTING PARTY** may at its sole discretion terminate the contract or grant the **CONTRACTED PARTY** time to cure the nonconformities; however, if such deadline is not respected, then the contract shall be terminated immediately.

AUDITS

47 The **CONTRACTING PARTY** may, at any time and without notice, designate at its own expense an audit company with the aim to audit and check conformity by the **CONTRACTED PARTY** to the contract and its annexes regarding the items stipulated herein.

47.1 The **CONTRACTED PARTY** shall cooperate with the audit, providing access to any such information as necessary for proving the conformity referred to under 47 above.

47.2 Alternatively, the **CONTRACTED PARTY** may designate at its own expense an independent auditor to monitor the execution of the audit designated by the **CONTRACTING PARTY.**

47.3 If the audit designated by the **CONTRACTING PARTY** finds a nonconforming item, the **CONTRACTED PARTY** shall submit within forty-eight (48) hours a plan for improvement, ensuring that the nonconformities found will be corrected immediately.

FINAL PROVISIONS

48 It is expressly prohibited to the **CONTRACTED PARTY** to engage in transactions to discount, negotiate, transfer or in any way whatsoever assign the credits deriving from the execution of the services herein contracted to banks, factoring companies or third parties, to issue duplicate invoice or any documents that may give rise to protest against the **CONTRACTING PARTY.**

48.1 In case of noncompliance with the provisions of clause 44, the **CONTRACTED PARTY** undertakes to settle or redeem the instrument immediately.

48.2 In the event that the noncompliance by the **CONTRACTED PARTY** with the provisions of clause 39 gives rise to registration or execution of protest against the **CONTRACTING PARTY**, the **CONTRACTED PARTY** hereby undertakes to take any due measures and furnish promptly to the **CONTRACTING PARTY** respective letters of consent or duplicate invoice, as well as any other documents required by the protest notary office for staying the protest, and take same measure regarding the third parties involved, in case of endorsement.

48.3 The **CONTRACTED PARTY** will answer for any damage, including, but not limited to, pain and suffering, property damage, damage to the image, loss of profits and consequential losses, that the **CONTRACTING PARTY** may suffer as a result of noncompliance with clause 48, and bear expenses including, but not limited to, those incurred to stay or cancel the protest, including court costs and lawyer's fees.

48.4 In the case provided in item 48.3, the **CONTRACTED PARTY** hereby authorizes the offsetting of such amounts against credit it may have with the **CONTRACTING PARTY.**

49 This instrument may not be assigned or transferred in any way whatsoever to third parties, either in full or in part, by any of the parties so that neither Party may enter into commitments or obligations on behalf of the other Party or bind the other Party before third parties except with the prior written permission of such other Party.

50 The forbearance by either Party to exercise any of its rights with regard to a breach by the other Party will not imply modification of the contract or novation, and any amendments to the contracting terms and conditions will only be effective when made through an Instrument of Amendment, it being hereby agreed that no verbal agreements shall be binding upon the Parties.

51 Communications of any kind occurring between the **CONTRACTING PARTY** and the **CONTRACTED PARTY**, at whatever level or instance, will always be in writing, and all periods provided for measures to be taken shall count from receipt of respective communication.

52 Agreements entered into shall not give rise to exclusivity of service on both sides.

53 This instrument of contract may be modified at any time by the CONTRACTING PARTY regardless of notification to the CONTRACTED PARTY just by amending it on the website at the address **http://www.btp.com.br/diretrizes--gerais-contratos** or by clicking on the button below:

General Guidelines

54 Participants of a bidding process as well as any contracted third parties and respective subcontractors are not allowed to quote the name of the **CONTRACTING PARTY** as a client of theirs in their marketing materials without the previous and express permission of the latter. In the event of noncompliance with the rules mentioned herein, the **CONTRACTING PARTY** will apply the penalty herein provided (under "Penalties") and take any legal remedies as applicable.

VENUE

55 The Courts of the Judicial District of Santos, state of São Paulo, are hereby elected to settle any doubts and/or issues arising from the construction and/or performance of this instrument and the terms and conditions of contract in question, expressly waiving any other court no matter how privileged it may be.

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