

APM TERMINALS ITAJAÍ BASIC SERVICES TABLE

(effective as of 01/11/2020 - Values Expressed in Brazilian Reais)

A - Import Storage (containerized cargo)			
Description		Values	Minimum Value
1st Period	05-day period	0.58% for the period	BRL 843.00 container/period
2nd Period	6th to 12th day	0.33% per day	BRL 188.00 container/day
3rd Period	13th to the 21st day	0.40% per day	BRL 335.00 container/day
4th Period	From the 22nd onwards	0.45% per day	BRL 388.00 container/day

NOTES:

- Storage Value calculated on the value of the goods (CIF) and per container.

- In the case of IMO Cargo, 150% is added on the current price informed above as well as 150% on all operational services executed on the IMO cargo.

**IMO Cargo - Consult the classifications attended by the terminal in Item 7 of the General Conditions of Attendance and Provision of Services contained in this document.*

- In the case of containers with Excess (open-top; flat-rack), 150% of the current price above is added.

- **For Project/Break bulk cargo** please contact the commercial team for the evaluation of the service capacity and negotiation of values.

- In the case of DTA withdrawals, in addition to the basic costs that refer to Storage (item A), Lifting (item I), and Weighing (item O) will be charged an Administrative Fee of DTA per container (item M) for service and coordination of this process.

- The Administrative Fee will also be applied to TAPS served in the APM Terminals enclosure given the need for specific documentary and operational compliance. (item M)

B - Fractional Cargo - LCL			
Service*	Description	Values	Minimum Value
B.1 - Storage LCL	1st period of 07 days	1.19% for the period	BRL 435.00 lot-HBL/period
	2nd Period - 8th to the 14th day	0.26% per day	BRL 80.00 lot-HBL/day
	3rd Period - From the 15th day	0.33% per day	BRL 80.00 lot-HBL/day

B.2 - LCL Administrative Fee	Administrative fee per lot/HBL	BRL 696.00	Per lot/HBL
B.3 - LCL Weighing	Cargo weighing for weight measurement	BRL 92.00	Per lot/HBL
B.4 - LCL Loading	Handling and loading labor for removal	BRL 471.00	Per lot/HBL
B.5 - Palletization / Repacking	At the request of the client and/or due to the needs of the APM Terminals Itajaí operational team, aimed at safety (includes pallet).	BRL 140.00	Per Pallet
B.6 - Cargo Collection (PICKING)	Collection of the volumes in the warehouse and positioning for loading.	BRL 27.00	Per volume

B.7 - LCL Empty Container Return Fee	Cost assessment for container return after stripping	BRL 55.00	Per lot/HBL
B.8 - LCL cargo Insurance	Additional cargo insurance, per lot/HBL.	0.24%	Per CIF value of the load
B.9 - LCL Container Transfer Fee	For LCL cargo coming via DTC or DTA from other bonded enclosures for nationalization in the APM Terminals enclosure.	BRL 426.00	Per lot/HBL
B.10 - Trucking / LTL delivery fee	Fee charged by HBL for use of Trucking/LTL delivery, benefit of delivery within a radius of 150Km (cargo must meet metric requirements)	BRL 242.00	Per lot/HBL
B.11 – Ad Valorem LTL Delivery Fee	Surcharge to be charged on the CIF value of the cargo.	0.12%	Per CIF value of the cargo.
B.12 - Rescheduling of import withdrawal or LCL export delivery	Reprogramming of the time/date of withdrawal of import or export delivery for non-compliance with previously scheduled time, including reprogramming of scheduling for the same day or shipment of truck with less cubage than the cargo to be collected.	BRL 162.00	Per lot/HBL
B.13 - Withdrawal or LCL Express Delivery Fee	Express removal or delivery of cargo from the terminal.	BRL 134.00	Amount will be charged per HBL for scheduling extraordinary loading.
B.14 – LCL Expired Appointment Fee	Fee charged for not attending to deliver the container at the date/time scheduled	BRL 64.00	Per lot/HBL
B.15 – Scanner LCL IMO	Electronic inspection service in every container that has IMO/hazardous cargo, which is charged to the HBL at this condition	BRL 157.00	Per lot/HBL
B.16 - Administrative Fee DTA LCL	Fee for document compliance and coordination of these procedures in the Customs Transit Declaration regime.	BRL 1,818.00	Per lot/HBL
B.17 - Pallet positioning - LCL (verification/inspection/weighting/etc.)	Removal of the pallet from its position and provision in the inspection area.	BRL 93.00	Per pallet.
B.18 - Provision of Photographs - LCL	Provision of Images upon request by the client	BRL 155.00	Includes 10 photos.
B.19 - LCL Recount	Recount of Goods at the request of the Intervening Agencies and/or by the Client.	BRL 47.00	Per volume.
B.20 - Permanence of de-unitized cargo in verification/loading area, per day or fraction.	Applicable to loads remaining more than 24 hours in the inspection or loading area.	BRL 329.00	Per day or fraction .
B.21 – LCL Truck Discharge	Labor/Workforce to perform the truck discharging for the customer	On request	Please contact Commercial team via e-mail: sales.itajai@apmterminals.com

B.22 - LCL Export Storage (DTA-Hub)	10 days of Free time.	BRL 13.00	Per TON or fraction per day (retroactive).
B.23 – Minimum value of item B.22 for billing	After free time	BRL 224.00	Minimum amount to be charged
B.24 - Receipt of goods (DTA-Hub)	Receipt of cargo for consolidation and subsequent start of transit	BRL 265.00	Per Process
B.25 – Administrative Fee LCL Export (DTA-Hub)	Administrative fee per lot/BL	BRL 199.00	Per lot/HBL
B.26 LCL Collection Fee DTA HUB Export	Fee charged for LCL export collection within a 150km radius to be collected within the LTL benefit.	BRL 446.00	Per lot/HBL
B.27 - Ad-Valorem LCL Collection Fee DTA HUB Export	Surcharge to be charged on the CIF value of the cargo.	0.12%	Per CIF value of the cargo.

NOTES:

- In case of IMO Cargo or EXCESS Cargo (that do not fit on pallet holders), 150% is added to the price now in force above informed as well as 150% on all the operational services executed on the cargo.

**IMO Cargo - Consult the classifications attended by the terminal in Item 7 of the General Conditions of Attendance and Provision of Services contained in this document.*

C - Air Import Storage (Cargo by air via ATD)

Description		Values	Minimum Value
1st Period	4-day period	0.75% for the period	BRL 50.00 process/period
2nd Period	5th to the 7th day	0.75% for the period	BRL 0.00 process/period
3rd Period	8th to the 12th day	0.75% for the period	BRL 0.00 process/period
4th Period	From the 13th onwards	0.45% per day	BRL 0.00 process/period
C.1 - Trucking / LTL delivery fee	Fee charged by HBL for use of Trucking/LTL delivery, benefit of delivery within a radius of 150Km (cargo must meet metric requirements)	BRL 242.00	Per lot/AWB
C.2 - Ad-Valorem LTL Delivery Fee	Surcharge to be charged on the CIF value of the cargo.	0.12%	Per CIF value of the cargo.

D - Export Storage

Description		Values	Notes
1st Period	Period of 07 days	BRL 0.00	Deductible of 07 days
2nd Period	From the 8th day onwards	BRL 68.00 per day	Retroactive billing considering the date of delivery of the cargo.
IMO Cargo (any classification) / Containers with Excess (Open-Top; Flat-Rack)	No deductible for days	BRL 187.00 per day	Billing from the cargo gate-in at the terminal

NOTES:

- In the case of IMO Cargo, 150% is added on the current price informed above as well as 150% on all operational services executed on the IMO cargo.

**IMO Cargo - Consult the classifications attended by the terminal in Item 7 of the General Conditions of Attendance and Provision of Services contained in this document.*

- **For Project/Break bulk cargo** please contact the commercial team for the evaluation of the service capacity and negotiation of values.

- The Weighing value (item O) will be charged per export container.

E - Cabotage Storage (Shipment)			
Service		Values	Notes
1st Period	7-day period	BRL 0.00	7-day deductible
2nd Period	From the 8th day onwards	BRL 32.00 per day	Retroactive billing considering the date of delivery of the cargo.
IMO Cargo (any classification) / Containers with Excess (Open-Top; Flat-Rack)	No deductible for days	BRL 187.00 per day	Billing from the cargo gate-in at the terminal

NOTES:

- In the case of IMO Cargo, 150% is added on the current price informed above as well as 150% on all operational services executed on the IMO cargo.

**IMO Cargo - Consult the classifications attended by the terminal in Item 7 of the General Conditions of Attendance and Provision of Services contained in this document.*

- **For Project/Break bulk cargo** please contact the commercial team for the evaluation of the service capacity and negotiation of values.

- The Weighing Value (item O) will be charged per shipping cabotage container.

F – Auctioned Cargo*			
Service		Values	Notes
Storage	From cargo forfeiture date until de loading by winning bidder	0.20% per day	Calculated over cargo value valued by RFB to the auction
Loose Cargo	Operation handling costs and loading of loose cargo at warehouse	On Request	According to cargo type and dimensions

*Charged against winning bidder. If loaded in container, operational costs of Lifting (item I) and Weighing (item O) will apply.

G - Storage Cabotage (Unloading)			
Service		Values	Notes
1st Period	6-day period	BRL 0.00	6-day deductible
2nd Period	From day 07 onwards	BRL 97.00 per day	Retroactive billing considering date of unloading
IMO Cargo (any classification) / Containers with Excess (Open-Top; Flat-Rack)	No deductible for days	BRL 187.00 per day	Billing from the date of unloading

NOTES:

- In the case of IMO Cargo, 150% is added on the current price informed above as well as 150% on all operational services executed on the IMO cargo.

**IMO Cargo - Consult the classifications attended by the terminal in Item 7 of the General Conditions of Attendance and Provision of Services contained in this document.*

- **For Project/Break bulk cargo** please contact the commercial team for the evaluation of the service capacity and negotiation of values.

- The Weighing (item O) and Lifting (item I) amount will be charged per shipping cabotage container.

H - Refrigerated Container Services (Import/Export/Cabotage)			
Service	Description	Values	Notes
H.1 - Energy, Monitoring	Power supply, temperature monitoring, plugging, verification etc.	BRL 249.00	Per container/day
H.2 - Set Point Change	Change in set point for adjustment purposes	BRL 66.00	Per change
H.3 - Cold Chamber usage rate for inspection	Cold Chamber Usage. In addition to the charge for the use of the Cold Chamber, there will be a charge for container positioning for inspection (according to item J - Cargo Positioning) of this table.	BRL 990.00	Per use
H.4 - Genset: Decoupling and loading	Only for receiving reefer containers with genset. Includes decoupling and loading into the vehicle to remove the terminal.	BRL 581.00	Per genset

I - Cargo Movement (Handling/Reception/Delivery)			
Service	Description	Values	Notes
I.1 - Standard Container Lifting	Handling-out of standard containers after clearance. Billing will be carried out for the import and cabotage (unloading) units.	BRL 310.00	Per container
I.2 - Excess Container Lifting	Handling-out of containers with excess after clearance. Billing will be carried out for the import and cabotage (unloading) units.	BRL 646.00	Per container
I.3 - Loose Cargo Lifting	Cargo Handling-out Project/Break-bulk	On request	Please contact Commercial via the email sales.itajai@apmterminals.com
I.4 - Movement of Goods	Seal opening, movement and new seal.	BRL 199.00	Per container
I.5 - Removal Change of Ship/Destination	Removal of non-shipped containers with change of destination or ship.	BRL 544.00	Per container/Lot
I.6 - Cancellation of export and removal of the container from the terminal	Cancellation of Exportation and removal from the terminal per container. There is no waiting period for storage.	BRL 1,195.00	Per container

J - De-unitization for verification / inspection / sample collection (total or partial)

Service	Description	Values	Notes
J.1 - Daytime De-unitization of Containerized Cargo	Provision of cargo for inspection of the Agencies from Monday to Friday from 7 am to 7 pm	BRL 2,548.00	<i>Per container</i>
J.2 - Nighttime De-unitization of Containerized Cargo	Provision of cargo for inspection of the Agencies from Monday to Friday from 7 pm to 7 am ad Saturdays, Sundays and Public Holidays	BRL 3,356.00	<i>Per container</i>
J.3 - Electronic Inspection of Containerized Cargo	Scanner Usage	BRL 1,105.00	<i>Per container</i>
J.4 - De-unitization of goods subject to special handling	Defects in cargo, volumes etc.	On request	<i>For these cases we will inform the local client/representative before the service is performed.</i>
J.5 - Permanence of de-unitized cargo in verification/loading area, per day or fraction.	Applicable to import and export cargo remaining more than 24 hours in the inspection or loading area.	BRL 344.00	<i>Per container/lot.</i>
J.6 - Separation of Goods	Physical separation for inspection of Intervening Agencies	BRL 712.00	<i>Per period of 06 hours or fraction</i>
J.7 - Repairer	Additional labor for Warehouse operations	BRL 357.00	<i>Per period of 06 hours or fraction</i>
J.8 – Cross-Docking	Cargo transshipment from container directly to customers' truck	On Request	-

K - Cargo Positioning

Service	Description	Values	Notes
K.1 - Container positioning (verification/inspection/weighing/cold chamber etc.)	Removal of the container from the pile and provision in the inspection area.	BRL 1,088.00	<i>Per container</i>
K.2 - Container positioning for purge	Removal of the container from the pile and provision in the inspection area.	BRL 1,088.00	<i>Per container</i>
K.3 – Container positioning for IMO adhesives placing	This service comprises the container positioning in specific area for adhesivation, the adhesives placing and the positioning of the container to the storage area in the yard.	BRL 1,088.00	<i>Per container</i>
K.4 - Use of Separate Area for purge	Use of separate area for purge, per container.	BRL 598.00	<i>Per container</i>

L - Appointment Services			
Service	Description	Values	
L.1 - Rescheduling of import removal - <i>Import and Cabotage</i>	Rescheduling of the time/date of removal of imports due to noncompliance with the previously scheduled time, including rescheduling for the same day.	BRL 577.00	<i>Per container</i>
L.2 - Import Express Removal Fee - <i>Import and Cabotage</i>	Express removal from the terminal (on the same day as the schedule). Consult the commercial team. *Subject to operational availability.	BRL 688.00	<i>Per container</i>
L.3 - Expired Schedule Fee - No Show	Price charged for no-show delivery or removal at the pre-scheduled time. Export schedules cancelled from 2 hours before the start of the scheduled time will incur a fee for the expired scheduling (No-show).	BRL 382.00	<i>Per container</i>
L.4 - Export Rescheduling - <i>Export and Cabotage</i>	Change of schedule for delivery outside the previously scheduled time. *Subject to operational availability.	BRL 246.00	<i>Per container</i>
L.5 - Express Export Scheduling - <i>Export and Cabotage</i>	Express delivery of cargo at the terminal (on the same day as booking). *Subject to operational availability.	BRL 246.00	<i>Per container</i>
L.6 - Early Gate Scheduling	Container delivery before the original gate opening. *Subject to operational availability. Gate opening dates by ship are available at: https://www.apmterminals.com/en/itajai/practical-information/vessel-schedule	BRL 246.00	<i>Per container</i>
L.7 - Advance Export Scheduling	Change of scheduling for container delivery before the previously scheduled time. *Subject to operational availability.	BRL 246.00	<i>Per container</i>
L.8 - Expired Scheduling Fee - Return Area 01	Price charged for noncompliance with container delivery at the pre-scheduled time in Area 01.	BRL 97.00	<i>Per container</i>

M - Accessory Services			
Service	Description	Values	Notes
M.1 - Cargo Separation/Planning for removal	Operational planning and separation of cargo for withdrawal under the Container Transit Declaration regime. In addition to the separation charge, the following charges will be levied: 1) Storage of import containers (Item A of the table); 2) Import weighing (Item N).	BRL 1,056.00	<i>Per container</i>
M.2 - DTA and TAPS Administrative Fee	Fee for document compliance and coordination of these procedures in the Customs Transit Declaration or Customs Transit by Simplified Procedure regime.	BRL 1,818.00	<i>Per container</i>
M.3 - Container reception after the Deadline (LAR)	This service shall be carried out after approval of the LAR by the Shipowner. Price charged for failure to comply with the original cargo deadline of the Shipowner. The deadline to be considered is always available on the APM Terminals website, via the link: https://www.apmterminals.com/en/itajai/practical-information/vessel-schedule	BRL 245.00	<i>Per container</i>

M.4 - Drop Trailer	Special truck for removal of container with cargo containing excess, coming from Import, Export or Cabotage.	BRL 1,498.00	<i>Per container</i>
M.5 - Removal/application of IMO Sticker	Labor and Operationalization for removal/placement of IMO sticker.	BRL 97.00	<i>Per container</i>
M.6 - Return of Empties after stripping (FCL)	Transport from the terminal to the Shipowner's Depot.	BRL 368.00	<i>Per container</i>
M.7 - Simple washing of the Container FCL.	Container washing with the provision of 5 photos (APMT is not responsible for any charges by DEPOTS at the time of returning empties).	BRL 140.00	<i>Per Container.</i>

N - Non-operational Services

Service	Description	Values	
N.1 - Dead File Search	Request for old documents such as EIRs, reports, certificates, damage reports etc.	BRL 97.00	<i>Per document</i>
N.2 - Authenticated Copies	Provision of certified copies of Tax Invoices	BRL 97.00	<i>Per document</i>
N.3 - ID Badge	ID badge issue	BRL 34.00	<i>Per badge</i>
N.4 - Tax Invoice Correction	Cancellation, correction and re-issue of Tax Invoices due to error and/or client request.	BRL 97.00	<i>Per document</i>
N.5 - Provision of Photographs	Provision of Images upon request by the client	BRL 162.00	<i>Includes 10 photos</i>

O - Weighing - use of scales

Service	Description	Values	Notes
O.1 - Container Weighing (Long Haul and Cabotage)	Container weighing upon <u>exit</u> (DI/DTC/DTA) or <u>entry</u> to the Terminal and/or at the request of the Intervening Agencies. ** In cases of excess cargo, 150% over this price is added for OT/FR containers.	BRL 115.00	<i>Per container</i>
O.2 - Weighing certificate (VGM)	Issuance of the certificate for declaring the gross weight of the container in accordance with the SOLAS/IMO standard	BRL 91.00	<i>Per container</i>
O.3 - Weight correction verified by divergence	Re-issue of the VGM certificate when there is divergence in more than 1TON (<i>more or less</i>) of the weight informed by the shipper and of the weight checked in certified scale in the terminal, according to the SOLAS/IMO standard.	BRL 258.00	<i>Per container</i>
O.4 - Miscellaneous weighing	Use of the scale for weighing waste removal trucks, among others.	BRL 783.00	<i>Per weighing</i>

P - Emergency Services (Leaks etc.)

Service	Description	Values	Notes
P.1 - Emergency Services	Leak containment, operational monitoring, technical reports, cargo monitoring etc.	BRL 3,169.00	<i>Per container x day or fraction</i>

Q - Operational Services for Ship Loading and Unloading

Service	Description	Values	Notes
Q.1 - Long Haul Mooring	Use of terminal berth for mooring vessels	BRL 4.89	<i>Per linear meter/vessel per 12-hour period (minimum 60 linear meters)</i>
Q.2 - Cabotage Mooring	Use of terminal berth for mooring vessels	BRL 3.93	<i>Per linear meter/vessel per 12-hour period (minimum 60 linear meters)</i>
Q.3 - Full Container Loading/Unloading	Full Container Shipping or Unloading	BRL 899.00	<i>Per container</i>
Q.4 - Empty Container Loading/Unloading	Empty Container loading or unloading	BRL 460.00	<i>Per container</i>
Q.5 - Full Container Removal Onshore	Full Container Removal Onshore	BRL 1,296.00	<i>Per container</i>
Q.6 - Empty Container Removal Onshore	Empty Container Removal Onshore	BRL 747.00	<i>Per container</i>
Q.7 - Empty Container Removal On-board	Empty Container Removal On-board	BRL 306.00	<i>Per container</i>
Q.8 - Full Container Removal On-board	Full Container Removal On-board	BRL 1,051.00	<i>Per container</i>
Q.9 - Mooring/Unmooring	Mooring and Unmooring of the Ship	BRL 4,560.00	<i>Per stopover</i>
Q.10 - Electronic inspection with empty container scanner	Scanner Usage	BRL 1,105.00	<i>Per container</i>

General Conditions of Attendance and Provision of Services

1. Customers and Users of APM Terminals Itajaí must strictly follow the terminal's security rules, subject to administrative punishments if they violate them.
2. All prices of services are expressed in Brazilian Reais. This price list is valid for an indefinite period and may change at any time without notice.
3. All billing for services will be based on the information contained in this table of services and based on the information entered for invoicing purposes.
4. The cases not included in this table will be subject to analysis and negotiation between the parties directly interested.
5. Any faults or malfunctions must be reported at the time of transfer of responsibility (delivery of the container to the legal representative of the importer). Any claim after delivery will not be considered valid.
6. ISOTANK containers should be scanned in their entirety based on the Instruction of the Federal Revenue Office.
7. We have restrictions for cargo of chemical products classified by IMO in the international regulations of maritime transport.
For this classification, the terminal shall not receive class 1; 6.2 and 7 chemicals.
We extend these operating restrictions to ANVISA-regulated cargo, which we are not authorized to receive, as shown below:

Item	Description	Products
PAF n°9201	<p><u>1 - Medication:</u> pharmaceutical product, technically obtained or elaborated, with prophylactic, curative, palliative or diagnostic purposes;</p> <p><u>2 - Raw material for pharmaceuticals:</u> active or inactive substances that are used for the manufacture of medicines and other products covered by Decree 3961 of October 10, 2001, even if they remain unchanged, undergo modifications or are eliminated during the manufacturing process;</p> <p><u>3 - Input:</u> drug or additive or complementary raw material of any nature, intended for use in products and their recipients;</p>	Medicines, raw materials for medicines and pharmaceutical inputs

**IMPORTANT: the chemical products must remain in a separated area. Storage in warehouses is not permitted.*

8. All services linked to Export and Cabotage Shipment has a payment term of 07 days after issuance of the Invoice and services linked to Imports are paid in full.
9. Clients with differentiated payment terms will undergo a credit condition assessment before any term is validated by APM Terminals.
10. The deadline release and the information of arrival of the ship are the responsibility of the shipowner, and these are subject to change without notice, so the possible costs arising from delays of the ships will not be considered the responsibility of APM Terminals and will be passed on to the customer if there is no contrary manifestation on the part of the shipowner.

11. The acceptance of cargo cleared and/or delivered at the Terminal after the Shipowner's dead-line is subject to analysis/evaluation by the Shipowner, not being the responsibility of APM Terminals Itajai the acceptance of the unit for shipment.
12. The receipt of export cargo begins with 07 days from the berthing of the ship but it is possible to consult the exact dates of opening of the gate on our website:
<https://www.apmterminals.com/en/itajai/practical-information/vessel-schedule>
13. Each and every export container must be delivered using APM Terminals Itajai's online scheduling system, available at <http://itajai.apmterminals.com.br/portal/login>.
14. Any and all import containers must be removed using the online scheduling system of APM Terminals Itajai, available at <http://itajai.apmterminals.com.br/portal/login>.
15. Import shipments take place from 7 am in the morning until 1 am the following day.
16. Export deliveries can be made 24 hours a day / 7 days a week, except on holidays when the APM Terminals operation is stopped, which will be informed in advance.
17. The first period of FCL and LCL Import Storage starts on the unloading date of the yard unit.
18. The storage charge after the 1st period is daily with differentiated prices for the following periods.
19. Dangerous Goods (classified or not) will be charged 150% of the current price of Import Storage and other operational services.
20. Cargo with excess (whatever the excess in height or width) will be charged 150% over the current price of Import Storage.
21. Any client who uses the services of APM Terminals Itajai will have accepted the conditions and prices mentioned above, except for agreements and/or negotiations parallel to this formalized by both parties.
22. For the scheduling of removal of cargo from the terminal (either import - DI / DTA) we aim to release within 48 hours (after released COMEX and Billing) from the order but can sometimes take more time in case of high movement in the terminal, this way, we recommend clients to plan ahead thus avoiding difficulty at the time of scheduling.
23. In cases where the payment of services provided by APM Terminals Itajai is made after the due date of the invoice, there will be a fine of 2% on the value of the invoice + collection of interest of 1% per month or fraction (pro rata) on the value of the invoice.
24. When the commercial operation between exporter and importer is performed in the "ex works" mode, the Billing/Tax Invoice will be performed directly to the freight agent hired by the customer, considering as accepted, by the freight agent, the release of scheduling/booking in the APM Web system (<http://itajai.apmterminals.com.br/portal/login>).

PRINCIPLES OF CONDUCT

The **CONTRACTOR** declares it is aware of the Principles of Conduct adopted by the **CONTRACTING PARTY**, that values the fulfillment of the laws and the adoption of the adequate procedures for respect to the human rights, is guided by the legality and ethics in the accomplishment of businesses, seeking the contractual balance through the practice of a sustainable business; that combats all forms of corruption, repugnant practices of bribery and extortion; that it obeys the ethical conduct and worthy of treatment of its employees, promoting them an adequate, healthy and safe work environment, guiding them to the most advanced safety procedures, inside the legal norms; that it does not admit any kind, direct or indirect, of slave or child labor; that it adopts procedures to optimize its activity with total respect for the environment, including control to reduce the emission of polluting gases; that it works to have the recognition of its customers as a responsible, reliable and committed company in the execution of its commitments, in the fulfillment of agreements and contracts; that it seeks to contribute directly and indirectly to sustainable development and social responsibility in the community in which it operates and with society in general.

SOLE PARAGRAPH: The **CONTRACTOR** declares that it follows the same principles of conduct adopted by the **CONTRACTING PARTY** and undertakes to act in total agreement with such principles in the execution of the present contract, under penalty of the **CONTRACTOR** being considered in breach of the contract hereby signed.

ANTICORRUPTION

The **CONTRACTOR** commits and guarantees to the **CONTRACTING PARTY** with respect to this Contract, that neither the **CONTRACTING PARTY** or any member of its group, or any agent, consultant or other intermediary acting on behalf of the **CONTRACTING PARTY** or its group, will directly or indirectly give, promise, offer, approve or authorize the offer of anything of value to:

- a) any employee, official or director, or any person that represents the **CONTRACTING PARTY** or company affiliated to it;
- b) any other person, including any Public Servant;
- c) political parties or trade unions controlled by the Government or any political party; or
- d) charitable organizations or their directors, officers or employees, or any person acting directly or indirectly on their behalf,

with the purpose of (i) guaranteeing any undue advantage to the **CONTRACTOR**, the **CONTRACTING PARTY** or affiliated company; (ii) inducing or improperly influencing Public Servants so that they take measures or refrain from taking them for the benefit of any of the Parties, or to assure the direction of the business to any of the Parties.

The **CONTRACTOR** also ensures and guarantees to the **CONTRACTING PARTY** that:

- (a) to the best of its knowledge, neither it nor any of its affiliates, directors, shareholders, employees, agents, other intermediaries, or any other person acting directly or indirectly on its part, shall perform any of the actions described in the above items; and,
- (b) the persons described above shall comply with the provisions of this clause.
- (c) The **CONTRACTOR** assures and guarantees that it and its affiliates, officers, directors, shareholders, employees, agents or other intermediaries, or any other person who acts directly or indirectly on its part, will fully comply with the **CONTRACTING PARTY'S Anti-Corruption Guidelines**.
- (d) The **CONTRACTOR** certifies and guarantees that: all remuneration received from the **CONTRACTING PARTY** under this Agreement is solely and exclusively intended to compensate the **CONTRACTOR** for the services expressly stipulated in this Contract, including the costs and expenses of the documentation of the **CONTRACTOR**; it is not receiving remuneration for any other purpose; and, neither the **CONTRACTOR** nor any person acting on behalf of the **CONTRACTOR** will use any part of the referred remuneration for any purpose prohibited in this clause.
- (e) The **CONTRACTOR** certifies and guarantees that it must keep adequate records in order to enable verification of compliance with the provisions of this Clause, and without prejudice to the other provisions of this Contract relating to audits. The **CONTRACTING PARTY** will allow the **CONTRACTOR** or an independent auditor certified and indicated by the **CONTRACTING PARTY**, to conduct audit of such records, including all applicable bank accounts and applicable banking transactions, counting with reasonable discretion on the part of the **CONTRACTOR**, in case of any dispute in good faith between the Parties regarding such compliance, or in case of any investigation or allegation by any public authority regarding potential violations of any relevant law involving such issues. The Parties shall cooperate in any audit or alternatively shall provide documentation related to any dispute or investigation.