

ULHÔA CANTO

ULHÔA CANTO, REZENDE E GUERRA ADVOGADOS

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GENERAL CONTRACTING CONDITIONS

1. PARTNER RESPONSIBLE FOR THE CLIENT AND FOR THE TEAM

1.1 One Managing Partner is responsible for each project/subject matter or client and reports regularly, and whenever requested, on progress and responds to all client's questions concerning the organization and quality of the work.

1.2 The service and fee proposal may indicate the responsible Managing Partner and the lawyers who will be involved in the project. The team may be altered at the discretion of the Managing Partner, based on the premise that should any professional from the team be replaced, their substitute will be a professional of equal or greater experience.

2. NON-EXCLUSIVITY AND ETHICAL CONFLICTS

2.1 At UlhÔa Canto, Rezende e Guerra Advogados, we seek to avoid conflicts of interest that could affect our relationship with our clients.

2.2 Therefore, in accordance with the UlhÔa Canto, Rezende e Guerra Advogados Manual of Ethics and Conduct, the Brazilian Bar Association Statute (Law No. 8.906/1994), the Manual of Ethics of the General Regulation of Law and OAB Statute, we do not defend the causes of clients with opposing interests.

3. CLIENT FILES AND DOCUMENTS

3.1 UlhÔa Canto, Rezende e Guerra Advogados shall keep copies of documents relating to the client's projects until the project is concluded, without prejudice to filing documents in accordance with the provisions of the Law on Prevention of Money Laundering (Law No. 9.613/1998) and other applicable legal provisions.

3.2 UlhÔa Canto, Rezende e Guerra Advogados shall not keep any originals of clients' documents in their files. Such documents shall always be returned to the client once the project has finished.

3.3 UlhÔa Canto, Rezende e Guerra Advogados reserves the right to destroy files and documents relating to projects in which it is engaged and which ended more than 10 years previously.

4. DUTY OF CONFIDENTIALITY AND SECRECY

4.1 UlhÔa Canto, Rezende e Guerra Advogados and their lawyers are subject to the confidentiality and secrecy standards established by the OAB Statute and Code of Ethics and to the relevant legislation, including with regards the exceptions imposed.

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4.2 The duty to confidentiality and secrecy prevents Ulh a Canto, Rezende e Guerra Advogados and its Members from revealing to the client any information regarding other clients, either past, present or future, of which they are aware through the exercise of their profession.

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5. FEES

5.1 As a rule, and unless agreed otherwise with the client, the attorneys' fees are calculated based on time logged working on the case or through an overall amount agreed for performing the work.

5.2 Ulh a Canto, Rezende e Guerra Advogados takes into account differentiated hourly rates for their lawyers and interns and provides a report of the values in effect to the client at the time of contracting the services. To better measure the time logged, we divide our hourly rates into unities of time ("Uts"), each of which corresponds to ten minutes.

5.3 Unless otherwise agreed with the client, the hourly rates charged by Ulh a Canto, Rezende e Guerra Advogados may be altered, from time to time, without prior notice to client.

5.4 Fees do not include any tax to which the amounts charged may be subject.

5.5 Fees for Loss of Suit due by the opposing party in arbitration or judicial cases do not exempt the clients from their obligation to pay the fees and expenses incurred by Ulh a Canto, Rezende e Guerra Advogados, as previously agreed upon.

5.6 Invoices issued by Ulh a Canto, Rezende e Guerra Advogados that remain unpaid by client after the due date are subject to a fine of 2% and a penalty of 1% per month pro rata.

6. EXPENSES AND COSTS

6.1 Legal costs and expenses necessary for executing our services (e.g., photocopying, phone calls, fax, transport, stay etc.) are charged separately and are not included in our fees.

6.2 No significant expenses shall be incurred before obtaining prior express authorization from clients.

6.3 Receipts for all expenses incurred while executing the contracted work shall be made available to the client, at our office, for any checks and clarifications.

7. END OF SERVICE PROVISION

7.1 Upon settlement of all amounts owed by client arising from services provided, the clients may at any time, at their discretion and without the need for any explanation, terminate their professional relationship with Ulh a Canto, Rezende e Guerra Advogados.

7.2 Ulh a Canto, Rezende e Guerra Advogados reserves the right to terminate its professional relationship with the client, including waiving any powers of attorney in effect, complying with all legal requirements, should it identify behavior or ethical principles of the client that conflict with those of Ulh a Canto, Rezende e Guerra Advogados, without prejudice to its obligation to take

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measures to avoid damage to client or to their right to receive the fees owing up to the date of terminating the service provision.

8. PREVENTION OF MONEY LAUNDERING AND CORRUPTION

8.1 By accepting the fee proposal or the effective beginning of legal advisory services, the client declares and guarantees they are aware that it is a policy of Ulhôa Canto, Rezende e Guerra Advogados to make every effort to ensure all its suppliers, as well as its partners and staff always act ethically and in full compliance with the anti-corruption standards in effect ("Anti-Corruption Standards") including, but not limited to, Federal Law No. 12.846 of August 1, 2013, and its regulations.

8.2 Anti-Corruption Standards cover the obligation (i) to abstain from any practice that goes against national or foreign public property, against the principles of the government or against international commitments assumed by Brazil, (ii) not to tolerate or condone any behavior deemed or which could be deemed corrupt, such as, for example: payment of and/or cooperation in any form of payment of bribes, issuing or accepting fake invoices, among others; (iii) to comply with all the prohibitions established in the legislation in effect in Brazil regarding contributions or donations to political parties, unions, political campaigns and/or candidates for public office; (iv) on no account to offer, promise, make, authorize or provide, directly or indirectly, any undue or illegal advantage, payment or benefit of any type to (a) national or international government entity, political parties, holders and/or candidates for political positions, companies controlled by the government, including its management, international public organizations; (b) public servants, employees or civil servants; and (v) not to place any obstacles before any investigation or supervision by public bodies, agencies or agents or hinder their performance of their duties, keeping full and accurate records of any offer or provision of advantages, payment or benefits for third parties.

8.3 Through accepting the respective fee proposal or executing the respective contract, the client declares it is aware and guarantees to Ulhôa Canto, Rezende e Guerra that no amount paid or to be paid has been or will be used in the practice of acts that breach or may breach the Anti-Corruption Standards.

8.4 In accordance with the Money Laundering Prevention Law (Law 9.613/1998), the Anti-Corruption Law (Law No. 12.846/2013) and its regulations, in particular Decree No. 8420/2015, and Office of the Federal Controller General Ordinance No. 909/2015, Ulhôa Canto, Rezende e Guerra Advogados, in the exercise of its functions, reserves the right to identify its clients, requesting information and documents proving their identity and searching for information through all legal and trustworthy means available.

8.5 Difficulty or delays in receiving the documents and information necessary for Ulhôa Canto, Rezende e Guerra Advogados to comply with the legislation may result in termination of the professional relationship with the client, without prejudice to the provision in item 7.2 above.

9. RESPONSIBILITY FOR THE INFORMATION PROVIDED

9.1 The client is responsible for the veracity and up-to-date-ness of the information provided to Ulhôa Canto, Rezende e Guerra Advogados for carrying out the contracted work and for their internal registration of the client, protected by attorney-client privilege, as established in item 4, above.

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10. SPECIFIC HIRING CONDITIONS

10.1 The conditions established herein do not prohibit or invalidate the execution of specific contracting conditions to be previously agreed in writing with the client in the respective fee proposal.

10.2 In principle, Members should avoid entering into private business with clients, except when doing so under market conditions offered to the general public. Specific cases should be submitted to the Ulhôa Canto, Rezende e Guerra Advogados Compliance Committee.