

ULHÔA CANTO

ADVOGADOS

GENERAL TERMS AND CONDITIONS

1. PARTNER RESPONSIBLE FOR THE CLIENT AND FOR THE TEAM

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

1.2 The service and fee proposal may appoint the responsible Managing Partner and the associates that will be involved in the project. Team members may be replaced at the discretion of the Managing Partner, provided that their replacement will have an equal or greater experience.

2. NON-EXCLUSIVITY AND ETHICAL CONFLICTS

2.1 Ulhôa Canto, Rezende e Guerra Advogados ("Ulhôa Canto" or "Law Firm") seeks to avoid conflicts of interest that could affect the relationship with its clients.

2.2 Therefore, in accordance with Ulhôa Canto's Manual of Ethics and Conduct, Federal Law no. 8,906/1994 ("the Brazilian Bar Association's Bylaws" or the "OAB Bylaws"), the Code of Ethics and Discipline of the Brazilian Bar Association ("OAB") (in Portuguese, "*Código de Ética e Disciplina*") and the General Rules of the OAB Bylaws (in Portuguese, "*Regulamento Geral do Estatuto da Advocacia e da OAB*"), we do not represent clients with opposing interests.

2.3 Furthermore, Ulhôa Canto reserves the right to decline engagement for any project, at its sole discretion.

3. CLIENT FILES AND DOCUMENTS

3.1 Ulhôa Canto will keep copies of documents related to the client's projects until their completion, provided that certain documents may be kept stored in accordance with Federal Law no. 9,613/1998 ("Money Laundering Prevention Law") and other applicable legal provisions.

3.2 Ulhôa Canto will not keep any original version of the clients' documents in its files. Such documents will be delivered or returned to the client at the end of each project.

3.3 Ulhôa Canto reserves the right to destroy files and documents related to projects it was engaged to and that ended more than 10 years ago.

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4. DUTY OF CONFIDENTIALITY AND PRIVILEGE

4.1 Ulhôa Canto and its lawyers are subject to the confidentiality and privilege standards established by the OAB Bylaws, the Code of Ethics and Discipline of the OAB and the relevant legislation, including the exceptions imposed by the regulation.

4.2 The duty of confidentiality and privilege does not expire over time, nor if an attorney leaves Ulhôa Canto, and it extends to all attorneys, employees and interns ("Members" or, in the singular form, "Member").

4.3 The duty of confidentiality and privilege prevents Ulhôa Canto and its Members from revealing to the client any information regarding other clients (either past, present or future), of which they became aware through the exercise of their profession.

4.4 Notwithstanding, Ulhôa Canto may: (i) provide information of services rendered to law firm rankings and professional journals, always preserving the professional confidentiality, and (ii) disclose publicly known information regarding the services rendered for the purpose of developing the Law Firm's track records.

5. FEES

5.1 As a rule, and unless agreed otherwise with the client, the attorneys' and interns' fees are calculated based on the time effectively spent working on the case or based on an overall amount agreed on by the parties for the services.

5.2 Ulhôa Canto applies different hourly rates for its lawyers and interns, and provides the client with a chart of the hourly rate values in effect at the time the Law Firm was hired. To better measure the time spent, its hourly rates are divided into units of time ("UTs") corresponding, each one, to ten minutes.

5.3 Unless otherwise agreed with the client, the hourly rates charged by Ulhôa Canto may be altered, from time to time, without prior notice to client, either because of changes in the Firm's billing practice, or as a result of the career progression of the professionals at Ulhôa Canto.

5.4 Fees include taxes that may eventually be levied on the amounts charged.

5.5 Fees for loss of lawsuit (in Portuguese, "*honorários de sucumbência*") 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 Ulhôa Canto, according to what was previously agreed upon by the parties.

5.6 Invoices issued by Ulhôa Canto that remain unpaid by the client after the due date are subject to a fine of 2%, default interest of 1% per month, calculated pro rata die, and readjustment for inflation

according to the variation of the Broad General Consumer Price Index (in Portuguese, “Índice Nacional de Preços ao Consumidor Amplo”).

6. EXPENSES AND COSTS

6.1 Legal costs and expenses necessary for the rendering of the services (e.g., photocopying, phone calls, fax, transportation, stay etc.) are not included in our fees and will be charged *(i)* together with the legal fees, by the same invoice; or *(ii)* separately, by a different and individual invoice. In both cases, the relevant taxes will be added to the legal costs and expenses, so that Ulhôa Canto is completely refunded of all legal costs and expenses incurred.

6.2 No significant expenses will be incurred without prior authorization from the client.

6.3 Receipts for all expenses incurred while rendering the hired services will be made available to the client, at our office, for any inspection and clarification.

7. END OF SERVICE PROVISION

7.1 The client may, at any time, at their discretion and without the need for any explanation, terminate their professional relationship with Ulhôa Canto. The termination of the professional relationship does not exempt the client of settling the amounts owed arising from services provided by Ulhôa Canto.

7.2 Ulhôa Canto reserves the right to terminate its professional relationship with the client, as well as waiver any powers-of-attorney in effect, complying with all legal requirements, should it identify behaviors or ethical principles of the client that are in conflict with those of Ulhôa Canto. In the event of a termination, the Law Firm will take the necessary measures to avoid losses to the client. The termination of the professional relationship does not exempt the client of settling the amounts owed arising from services provided by Ulhôa Canto.

8. PREVENTION OF MONEY LAUNDERING AND CORRUPTION

8.1 By accepting the legal fee proposal or upon the commencement of the legal assistance, the client represents and warrants that it is aware that the Law Firm, as a policy, acts to ensure that all its suppliers, as well as its Members, act ethically and in fully compliant with the anti-corruption regulation in effect (“Anti-Corruption Standards”), which include, but are not limited to, the Federal Law No. 12,846/2013, and its regulations (notably Federal Decree No. 8,420/2015, and the General Comptroller’s Office [in Portuguese, “Controladoria-Geral da União”] Ordinance No. 909/2015), and the Money Laundering Prevention Law.

8.2 Anti-Corruption Standards cover the obligation *(i)* to abstain from any practice against national or foreign public property, against the principles of the public administration or against international commitments assumed by Brazil, *(ii)* to not tolerate or condone any behavior deemed or which could be

deemed corrupt, such as, the payment and/or any form of cooperation with the payment of bribes, issuance or acceptance of fake invoices, among other similar behaviors; (iii) to comply with all the prohibitions established by the legislation in effect in Brazil regarding contributions or donations to political parties, unions, political campaigns and/or candidates for public office; (iv) to, on any account, 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 entities, political parties, holders of and/or candidates for political positions, companies controlled by the government (including their directors), 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, entities or agents or hinder the performance of their duties, keeping accurate and complete records of any offer or provision of advantages, payments or benefits for third parties.

8.3 By accepting the relevant fee proposal or signing the relevant contract, the client represents and warrants to Ulh a Canto Advogados that no amount paid or to be paid has been or will be used to commit acts that breach or may breach the Anti-Corruption Standards.

8.4 In accordance with the Anti-Corruption Standards, Ulh a Canto, in the exercise of its duties, reserves the right to identify its clients, by requesting information and documents that prove their identity, and by searching for information using all legal and trustworthy methods available.

8.5 Difficulties or delays in receiving the documents and information necessary for Ulh a Canto to comply with the relevant legislation may result in the termination of the Law Firm's professional relationship with the client, without prejudice to item 7.2 above.

9. RESPONSIBILITY FOR THE INFORMATION PROVIDED

9.1 The client is responsible for the authenticity and the update of information provided to Ulh a Canto that is necessary for carrying out the hired legal assistance and for the Law Firm's record keeping, which will be protected by attorney-client privilege, as established in item 4 above.

10. SPECIFIC HIRING CONDITIONS

10.1 The conditions established herein do not prohibit or invalidate specific contracting conditions that may be previously agreed in writing with the client in the relevant fee proposal.

10.2 In principle, Members will not enter into private businesses with clients, except when done so under market conditions and offered to the public. Individual cases will be submitted to Ulh a Canto's Compliance Committee.