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 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 Subject to the provisions of the Brazilian legislation dealing with the protection of personal data and without prejudice to the provisions of clause 9, below, Ulhôa Canto reserves the right to destroy files and documents related to projects it was engaged to and that ended more than 5 years ago.

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, subject to the provisions of the Brazilian legislation dealing with the protection of personal data and without prejudice to the provisions of clause 9, below, 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. Nevertheless, in the event of a legislative change resulting in an increase in the taxes levied on service revenues, the amount charged shall be adjusted accordingly so as to neutralize the impact of such change. The **Tax on Goods and Services (IBS)** and the **Contribution on Goods and Services (CBS)**, specifically, as provided for in **Supplementary Law No. 214/2025**, shall be calculated on the amount of the fees and charged separately, in accordance with the law.

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*"), unless otherwise agreed with the client

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 Ulhôa 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, Ulhôa 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 Ulhôa 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. PERSONAL DATA PROTECTION

9.1 By accepting this legal fee proposal, if the client is a legal entity, the client hereby declares that (1) in his/her capacity of joint controller, for all legal purposes, has obtained prior express consent from all his/her partners, administrators, employees, advisors or collaborators in order to process and share with our Firm all of the personal data, including sensitive personal data, belonging to the mentioned individuals, and (2) expressly consents to the processing and sharing with third parties, by our Firm, of all the aforementioned personal data, due to the need, at the client's own request, for processing and sharing said data for the specific purpose of rendering the services that are object of the present proposal, and also for the regular exercise of rights in lawsuits, administrative or arbitration proceedings, in case the proposal includes the defense of the interests of the client in procedures of said natures, any other use being otherwise forbidden.

9.2 By accepting this legal fee proposal, if the client is an individual, the client hereby declares that expressly consents to the processing and sharing with third parties, by our Firm, of all the aforementioned personal data, due to the need, at the client's own request, for processing and sharing said data for the specific purpose of rendering the services that are object of the present proposal, and also for the regular exercise of rights in lawsuits, administrative or arbitration proceedings, in case the proposal includes the defense of the interests of the client in procedures of said natures, any other use being otherwise forbidden.

9.3 In both cases, our Firm, as joint controller, declares that has been adopting technical and organizational measures aiming at becoming compliant, and being permanently compliant, to the legislation dealing with the protection of personal data, in particular Law no. 13,709, of August 14, 2018 ("LGPD"), and undertakes to observe good-faith and the principles of finality, adequacy, necessity, free access, quality of data, transparency, security, non-discrimination, and liability and accounting, as well as all other legal precepts and provisions as applicable, pursuant to Ulhoa Canto's Personal Data Protection and Privacy Policy. Notwithstanding the above, and all other legal prerogatives, our Firm reserves itself the right to process personal data received from the client due to the rendering of the services that are object of this proposal for the purpose of fulfilling a legal or regulatory obligation imposed to our Firm, as well as for taking into account our own legitimate interests, except in the event that fundamental rights and liberties of the respective holders that demand secrecy of the personal data provided by the client shall prevail.

9.4 Considering all events listed by law concerning the termination of the processing of personal data, the processing, by our Firm, of personal data provided by the client may be carried out while the services that are object of this proposal are rendered. After the services are concluded, or if the Partner in charge acknowledges that the case, project or procedure related to the processing of data is inactive, such acknowledgment being made at a regular basis, regardless of prior request or consent by the client, our Firm may: *(i)* keep personal data in our internal databases, so long as data are anonymized; or *(ii)* definitely exclude the personal data from our internal databases. As an exception, in case our Firm has a legitimate interest, to be justified in due term by the Partner in charge, personal data that has been previously processed may be kept in our internal databases, even if they are not anonymized, but limited to such personal data that is strictly necessary in such exceptional case.

9.5 We reiterate that the holder of personal data has the right to obtain from our Firm, in relation to the personal data that has been processed, at any time and upon request, as provided by article 18 of LGPD, the confirmation that processing has been carried out, the access to processed data, the correction of incomplete, inaccurate or outdated data, anonymization, blocking or elimination of unnecessary or excessive data or of data processed in noncompliance with the provisions of LGPD, the portability of the data to other service providers or suppliers of product, at the express request, the elimination of the personal data processed with the consent of the data subjects, information of the public and private entities with which our Firm carried out the shared use of data, information on the possibility of not providing consent and on the consequences of the denial, and the revocation of the consent. Any such requests shall be forwarded to the following e-mail address: dpo@ulhoacanto.com.br.

10. USE OF ARTIFICIAL INTELLIGENCE IN THE PROVISION OF SERVICES

10.1 Ulhôa Canto hereby informs the client that, in performing the contracted services, it may use artificial intelligence tools, including generative artificial intelligence, to support activities such as legal research and analysis, drafting and review of documents, document review, and workflow optimization, in accordance with Ulhôa Canto's Internal Artificial Intelligence Use Policy.

10.2. The use of such tools shall comply with the laws and regulations applicable to the legal profession and the protection of personal data, particularly the OAB Bylaws, the Code of Ethics and Discipline of the OAB, and the LGPD. All content generated through such tools shall be subject to mandatory review and validation by an attorney.

10.3. Ulhôa Canto shall remain fully responsible for the contracted services, even when performed with the assistance of artificial intelligence, and shall adopt appropriate technical and organizational measures to preserve professional secrecy and the confidentiality of data and information processed in connection with the provision of the services.

10.4. Ulhôa Canto prohibits the use of tools or techniques intended to circumvent safeguards, access restrictions, or security controls established by artificial intelligence tools.

10.5. By engaging Ulhôa Canto, the Client acknowledges that it has been informed of the use of artificial intelligence tools as set forth above and authorizes Ulhôa Canto to use such tools in the provision of the contracted services.

11. RESPONSIBILITY FOR THE INFORMATION PROVIDED

11.1 The client is responsible for the authenticity and the update of information provided to Ulhôa 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.

12. SPECIFIC HIRING CONDITIONS

12.1 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.

12.2 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 Ulhôa Canto's Compliance Committee.

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