



PURCHASE TERMS AND CONDITIONS – TESA BRASIL

(Revised version – April 2026)

1. GENERAL PROVISIONS

1.1 These Purchase Terms and Conditions (hereinafter simply "TERMS") of tesa Brasil Ltda. (hereinafter "TESA", "we" and related forms) automatically apply and are binding upon all commercial relations with our suppliers of goods and/or services (hereinafter "SUPPLIER", in the singular or plural).

1.2 These TERMS apply to:

- a) all purchase and sale agreements, purchase orders (one-time transactions), supply agreements (ongoing transactions), and other forms of acquisition of movable goods ("goods"), regardless of whether the SUPPLIER manufactures the goods on its own account or acquires them from third parties;
- b) all service agreements and service orders/purchase orders, including construction works, in which we are the service takers;
- c) other transactions that we expressly indicate in writing.

1.3 These TERMS:

- a) are updated and available on our website <https://www.tesa.com/en/about-tesa/legal-information/purchasing-terms>, and it is the SUPPLIER's responsibility to always check the most recent version, unless we indicate another specific version at the time of the contract/order/purchase order;
- b) shall always prevail over the SUPPLIER's respective or analogous terms, except in cases where we expressly agree in writing, by mutual consent, on another rule of prevalence, coexistence, or complementarity between both;
- c) shall only be replaced if we execute in writing with the SUPPLIER other more specific terms or agreements, provided that such replacement shall only be valid and enforceable upon our express written consent or reference.

1.4 Any and all notices, notifications, or communications relating to contracts/orders/purchase orders, in order to be considered valid and effective between us and the SUPPLIER ("Party", individually, or "Parties", collectively), must be made in writing and shall take effect from the moment the other Party becomes aware of it, proven by appropriate means, in physical form (correspondence with acknowledgment of receipt, or document delivered in person with receipt/protocol) or electronic form (email), observing the addresses, emails, and contact persons informed by the Parties in the respective contracts/orders/purchase orders or otherwise.

1.4.1 In the event of a change of address and/or contact details of either Party, this must be expressly and immediately notified to the other Party, under penalty of the



notifications, notices, and communications made at that time being considered valid and effective.

1.5 These TERMS enter into force on the date of their publication and remain valid for an indefinite period, and may be updated at any time by TESA, by publishing the revised version at the address indicated in item 1.3, "a". The version in force at the time of issuance of the contract/order/purchase order shall be the applicable version, unless otherwise agreed by the Parties.

2. CONTRACT/ORDER/PURCHASE ORDER FORMALIZATION

2.1 Our orders/purchase orders shall be binding upon confirmation/acceptance by both Parties.

2.2 The SUPPLIER must inform us in writing, as soon as possible and seeking to avoid delays, of any writing errors, lack of information, or missing documents that effectively prevent the correct understanding or formalization of the order/purchase order, so that we may then make the necessary adjustments for confirmation/acceptance by both Parties.

2.3 Except in cases of specific agreements providing for another procedure, purchase orders for goods or services shall be issued by us in writing, and the SUPPLIER shall have up to 3 (three) business days to express its acceptance or refusal.

2.3.1 Should the SUPPLIER find it necessary to extend the deadline referred to in 2.3 for a prior feasibility analysis of our order/purchase order, it must inform us by no later than the second business day for our evaluation. Our response may result in an extension of the deadline in item 2.3 or in the cancellation of our order/purchase order, without implying any penalty to either Party.

2.3.2 Upon acceptance, the orders/purchase orders must be executed within the deadlines and specifications established between the Parties.

2.3.3 A late or modified acceptance by the SUPPLIER shall be considered a new offer/negotiation and shall require our prior written acceptance.

2.4 Executed contracts must be performed in the manner and within the deadlines established therein between the Parties.

3. DELIVERY DEADLINE, DEFAULT AND PENALTIES

3.1 The delivery or execution deadline specified in the contract/order/purchase order is binding, obliging the SUPPLIER to comply with it, subject to the provisions of the items below and any agreements subsequently executed in writing between the Parties on this subject.

3.2 The SUPPLIER must immediately and in writing inform us of the possibility of failing to meet the agreed delivery or execution deadlines, for any reason, and must also indicate alternative deadlines or solutions.

3.3 Except in the event of a different written agreement between the Parties, and subject to the provisions of the items below, should the SUPPLIER fail to make delivery or



complete execution within the agreed deadline, it shall be subject to a fine, to be paid to us within 30 (thirty) days of notification, equivalent to 1% (one percent) of the net value of the contract/order/purchase order, for each week of delay (i.e., every 7 – seven – days), said fine capped at 5% (five percent), without prejudice to our right of termination and to supplementary compensation for losses and damages available to us, pursuant to art. 416, sole paragraph, of the Brazilian Civil Code.

4. OPERATIONAL SPECIFICATIONS

4.1 Together with the delivery of goods and services, where applicable, the SUPPLIER must provide us free of charge with assembly, use, maintenance, and conservation instructions, which may be provided through printed documents or digital files, or alternatively, by indicating a link or "QR-Code" for online access, provided that such access is active and functional.

4.2 In the case of software and the like, the SUPPLIER shall also deliver the user documentation to us, through the same means of provision indicated in 4.1.

4.3 In the case of custom-developed/contracted software, the SUPPLIER shall also deliver to us the documentation and source code. The source code shall only be withheld if the Parties agree otherwise in writing.

4.4 The receipt and acceptance of goods or services shall be formalized by us through a Receipt and Acceptance Instrument or in another written form. Until we formalize such receipt and acceptance, it shall not be considered and shall still be subject to our review and to any adjustments, replacements, or supplements by the SUPPLIER.

4.5 If the Parties have exceptionally agreed on an ex-works price at the SUPPLIER's factory or warehouse (EXW) and the SUPPLIER must arrange delivery at our cost and risk, this shall be done at the lowest cost in each case, unless we have requested a specific means of transport. Any additional costs incurred due to non-compliance with shipping or packaging instructions shall be borne by the SUPPLIER. The SUPPLIER shall also bear any additional express transportation costs that may be necessary to meet a delivery date.

4.6 Deliveries directed to us must be accompanied by a delivery receipt indicating the date (issuance and dispatch), the content of the delivery (product number and quantity), and the order/purchase order identification (date and number). If the delivery receipt is incomplete or incorrect, we shall not be responsible for any resulting delays in processing and payment.

4.7 Without our prior written consent, the SUPPLIER may not subcontract the delivery/execution of goods or services. In the case of subcontractors, the SUPPLIER must bear the risk of contracting and paying for their services, unless otherwise agreed with us in specific cases.

4.7.1 In the event of authorized subcontracting, the SUPPLIER must ensure that its subcontractors observe and comply with all obligations set forth in these TERMS and in the guidelines referred to in Clause 13, including, without limitation, obligations relating to confidentiality, data protection, compliance, sustainability, and human rights, and the



SUPPLIER shall be jointly and severally liable for any non-compliance by its subcontractors.

4.8 In providing the services, the SUPPLIER shall be solely responsible for complying with all legal rules and requirements relating to accident prevention and other applicable requirements, as well as for their enforcement, always at its own full and exclusive expense and responsibility. The necessary protection devices and measures shall be used and implemented by the SUPPLIER at no cost, liability, or oversight on our part.

4.9 The SUPPLIER must ensure that all delivered goods are labeled in compliance with applicable regulatory and legal requirements. The SUPPLIER must also immediately inform us of any changes (operational, legal, etc.) to labeling requirements that are relevant to us.

4.10 If transportation requires packaging, the goods must be packaged at the SUPPLIER's full and exclusive expense and responsibility. The packaging must be safe for transportation and comply with the transport regulations applicable to the selected mode of transport and with any packaging standards specified in our order.

4.10.1 If the order is delivered to us in improper, damaged, or out-of-specification packaging, we shall have the right to refuse the order without inspecting its contents and to return it at the SUPPLIER's cost and risk.

4.11 The SUPPLIER shall also be responsible, at its own expense, for performing (if carried out by it) or supervising (if carried out by a third party) the handling and packing of goods for transportation purposes.

5. REMUNERATION AND PAYMENT CONDITIONS

5.1 The remuneration and payment method agreed upon by the Parties in writing are binding.

5.1.1 The price and payment method were established by mutual agreement between the Parties with full knowledge and consent, without reservations, as to the subject matter, deadlines, and quality requirements, and may only be changed upon prior written agreement between the Parties.

5.1.2 Any change, addition, or reduction of goods, services, or value shall only be accepted, valid, and enforceable upon our prior and express approval.

5.1.3 Except for the costs and expenses of our exclusive responsibility expressly provided for in the contract/order/purchase order or expressly agreed between the Parties in writing, all expenses and costs that are or may become applicable shall be the full and exclusive responsibility of the SUPPLIER.

5.1.4 Price increases due to changes in tax regulations shall only be borne by us upon express written agreement. Each Party must always fully observe and comply with the applicable tax rules, especially, without limitation, those related to withholdings and ancillary obligations.

5.2 Except in the case of a written agreement in individual cases, the remuneration shall include all ancillary services and services of the SUPPLIER (for example, without



limitation, assembly, installation), as well as all additional costs of the SUPPLIER (for example, without limitation, for adequate packaging, transportation, transport insurance and liability).

5.3 Any expenses for products, inputs, materials, equipment, tools, subscriptions, licenses, software, travel, transportation, accommodation, meals, etc. incurred by the SUPPLIER in the performance of the subject matter of the contract/order/purchase order shall only be advanced or reimbursed by us upon our prior express approval and authorization, and must always comply with our policies, when applicable, which shall be communicated on a case-by-case basis, regarding value limits, contracting plans and categories, etc.

5.4 Billing and tax documentation must comply with legal requirements, and we may reject it in the event of non-compliance, in which case the SUPPLIER shall be responsible for rectification and resubmission, postponing the due date by the same period it takes to resubmit, without incurring fines, interest, or other charges.

5.4.1 No fines, interest, or other charges shall be due in the event of a delay in or failure to submit billing and tax documentation in advance (of the due date) as established in the contract/order/purchase order or in the side agreements executed between the Parties.

6. ASSIGNMENT OF CREDITS AND SET-OFF

6.1 The SUPPLIER is prohibited from assigning the credits relating to the contract/order/purchase order without our prior express written consent.

6.2 The Parties may, through a written agreement, set off credits and debits between them.

7. FORTUITOUS EVENT AND FORCE MAJEURE

7.1 Upon the proven occurrence of a fortuitous event or force majeure (art. 393 of the Brazilian Civil Code) that effectively affects the performance of the contract/order/purchase order, the Party that is unable to fulfill its obligations due to such event shall notify the other Party in writing as soon as possible, and together, the Parties shall define in writing the actions to be taken during the continuance of the event or shall terminate the contract/order/purchase order.

7.2 Except in the event of our (unilateral) statement or (bilateral) agreement to the contrary, our obligation to pay for goods or services already contracted/received/accepted by us shall not be affected by said event, provided that, with respect to them, the SUPPLIER is fully and effectively compliant up to the time of the impediment event. Likewise, the SUPPLIER's obligation regarding the delivery of goods and services shall not be affected for as long as it remains operationally and legally possible and, naturally, after the end of the event or as otherwise agreed between the Parties.

8. SECRECY AND CONFIDENTIALITY



8.1 The SUPPLIER, on its own behalf and on behalf of any individual, legal entity, or equivalent party related to it, with respect to each contract/order/purchase order, undertakes to maintain secrecy and confidentiality, not disclosing, reproducing, or using, at any time or for any reason, for its own benefit or for the benefit of third parties, any information, documents, or any databases or samples of our property, of companies of our group in Brazil and abroad, or of third parties to which the SUPPLIER had access for the purposes of the contract/order/purchase order, whether or not susceptible to legal protection and whether or not indicated as confidential/secret, with the SUPPLIER being responsible for the repair of losses and damages proven to have resulted from the breach of these obligations, and within the limits of what has been proven, without prejudice to the other civil and criminal liabilities that each case may entail.

8.2 Without our prior express written consent, the SUPPLIER may not:

- a) use, in any form or under any pretext, any trade name, trademark, graphic artwork, or any other asset or intellectual property right held or developed by us, by companies of our economic group in Brazil or abroad, or by individuals connected to us;
- b) make public or press statements regarding the performance of the subject matter of a contract/order/purchase order, occurrences, and opinions in our name or about us, about companies of our economic group in Brazil or abroad, or about individuals connected to us;
- c) list us in its client or partner list, etc., or in any other way or by any means refer to the commercial relationship with us or display the goods and services delivered or performed.

8.3 Binding upon these TERMS and the contracts/orders/purchase orders, obligating the Parties, is the CONFIDENTIALITY AND PERSONAL DATA PROTECTION COMMITMENT ("NDA/LGPD AGREEMENT"), the provisions of which are an integral part of and complement these TERMS.

8.4 In the event of a conflict between the provisions of these TERMS and the provisions established in the NDA/LGPD AGREEMENT, the provisions of the NDA/LGPD AGREEMENT shall prevail.

9. PERSONAL DATA PROTECTION

9.1 The SUPPLIER declares to be fully aware and undertakes to comply with the legislation applicable to the protection of personal data, in particular Law No. 13,709/2018 ("LGPD"), the NDA/LGPD AGREEMENT executed between the Parties, and other legislation in force in Brazilian territory dealing with personal data protection.

9.2 The SUPPLIER undertakes to:

- a) process personal data exclusively for the purposes and within the limits established in the contract/order/purchase order and in the NDA/LGPD AGREEMENT;



b) adopt adequate technical and administrative measures to protect personal data against unauthorized access, accidental or unlawful situations of destruction, loss, alteration, communication, or any form of inadequate or unlawful processing;

c) maintain records of personal data processing operations carried out on our behalf or within the scope of the contract/order/purchase order (art. 37 of the LGPD);

d) prepare, when requested, a Personal Data Protection Impact Assessment – DPIA (art. 38 of the LGPD), especially when the processing involves sensitive personal data or presents high risks to data subjects;

e) promptly cooperate with requests to exercise the rights of personal data subjects (arts. 17 to 22 of the LGPD), including through the personal data request system available at <https://app.ecomply.io/dsar/submit?ctrl=4602&token=eyJhbGciOiJIUzI1NiIsInR5cCI6IkpXVCJ9.eyJkY2FyRm9ybSI6dHJ1ZSUiY29udHJvbkxlc2kiOi0NjAyLCJpYXQiOiJlE2ODc4MDgyNTI9.LDNws5Nskd1IH6-JBF3JNrY0looqdYsOsgaMiW2hKWE&jur=lgpd&lang=pt-BR;>

f) notify TESA of the occurrence of any security incident that may cause relevant risk or damage to personal data subjects, within a maximum period of 3 (three) business days from the date of knowledge of the incident, through the incident reporting system available at <https://app.ecomply.io/incidents/report/viqrijbluslj467dhwo9d?lang=pt-BR>, without prejudice to the obligation to notify the National Data Protection Authority (ANPD), pursuant to art. 48 of the LGPD and Resolution CD/ANPD No. 15/2024;

g) not perform international transfers of personal data without our prior written authorization, in compliance with the circumstances and safeguards set forth in art. 33 of the LGPD.

9.3 The personal data protection officer (DPO) of TESA is Ms. Jennifer Jähn-Nguyen, who can be contacted at the email address datenschutzbeauftragter@tesa.com. TESA's privacy statement is available at <https://www.tesa.com/pt-br/sobre-a-tesa/informacao-legal/declaracao-de-privacidade>.

9.4 The SUPPLIER must ensure that its employees, agents, and subcontractors who access personal data within the scope of the contract/order/purchase order are subject to confidentiality obligations and have received adequate training on personal data protection.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights relating to creations, inventions, developments, improvements, works, and other results produced by the SUPPLIER in the course of the performance of the contract/order/purchase order, when developed on our commission or with our participation, shall be our exclusive property, unless otherwise agreed in writing.



10.2 The SUPPLIER declares and warrants that the goods and services provided do not infringe the intellectual property rights of third parties, and undertakes to indemnify and hold us harmless from any claims, demands, or lawsuits related to such infringement.

10.3 The intellectual property provisions set forth in this clause complement and do not replace the provisions of the NDA/LGPD AGREEMENT, and apply jointly.

11. INSURANCE

11.1 The SUPPLIER must maintain, throughout the entire term of the contract/order/purchase order, general civil liability insurance compatible with the risks inherent to the contracted subject matter, in amounts adequate to cover any damages caused to TESA, its employees, third parties, or property, and must present the respective policy or certificate when requested.

12. TERMINATION

12.1 Without prejudice to other circumstances provided for in these TERMS and applicable legislation, we may immediately terminate the contract/order/purchase order, by written notice to the SUPPLIER, in the following circumstances:

- a) breach, by the SUPPLIER, of any legal provisions, these TERMS, the NDA/LGPD AGREEMENT, or the SUPPLIER CODE OF CONDUCT;
- b) declaration of bankruptcy, judicial or extrajudicial reorganization, civil insolvency, or dissolution of the SUPPLIER;
- c) assignment or transfer, in whole or in part, of the contract/order/purchase order without our prior written authorization;
- d) occurrence of a security incident involving personal data due to the SUPPLIER's fault or willful misconduct, not remedied within the agreed deadlines;
- e) practice, by the SUPPLIER, of acts contrary to applicable anti-corruption, antitrust, labor, or environmental legislation;
- f) repeated non-compliance with the sustainability and conformity obligations set forth in Clause 13.

12.2 Termination shall not release the SUPPLIER from the obligations already assumed and from commitments pending performance, including obligations of secrecy, confidentiality, and personal data protection, which shall survive termination in accordance with the deadlines established in these TERMS and in the NDA/LGPD AGREEMENT.

12.3 Termination under this clause shall not obligate us to pay any indemnification to the SUPPLIER, except for amounts relating to goods and services actually delivered, accepted, and unpaid as of the date of termination.

13. COMPLIANCE COMMITMENTS



13.1 The SUPPLIER must observe and comply with all legal, tax, labor, social security, insurance, regulatory, and other requirements applicable to the performance of each contract/order/purchase order, in such a way that no assessment or claim, in or out of court, is directed at us due to the SUPPLIER's failure to comply with its legal or contractual obligations, with the SUPPLIER being required to hold us fully harmless and to immediately exclude us from any litigation and/or assessment, with the SUPPLIER also being required, for this purpose, to immediately release any and all encumbrances or asset constraints that we may suffer, including judicial attachments, as well as to reimburse us, within 30 (thirty) days of our written notice, for any expenses we were required to disburse as a result of claims, various lawsuits, administrative proceedings, and assessments of any nature, including our attorneys' fees and adverse costs, relating to obligations and liabilities assumed by the SUPPLIER in the performance of a contract/order/purchase order, with all amounts to be duly adjusted based on the IPCA/IBGE index, from the date of our disbursement to the date of effective reimbursement by the SUPPLIER.

13.2 The SUPPLIER declares to be aware, warrants, and undertakes to observe and comply with, without prejudice to other applicable legislation:

- a) Law No. 12,846/2013 ("Anti-Corruption Law") and other legislation related to the same subject, committing especially not to offer, promise, give, or authorize, directly or indirectly, any undue advantage to a public official or third parties, and not to make facilitating payments, gifts, or extend hospitality that may constitute or appear to constitute corruption;
- b) Law No. 12,529/2011 ("Antitrust Law") and other related legislation, committing not to participate in any practice that restricts free competition, including, without limitation, price-fixing, market allocation, bid rigging, or improper exchange of competitively sensitive information;
- c) Law No. 9,613/1998 ("Money Laundering Prevention") and other legislation related to the subject;
- d) Law No. 8,078/1990 ("Consumer Protection Code") and other relevant legislation;
- e) Law No. 12,305/2010 ("National Solid Waste Policy") and other related legislation;
- f) the applicable norms relating to economic sanctions and export controls.

13.2.1 The SUPPLIER declares and warrants that it does not employ nor shall it tolerate the employment of:

- a) child labor, in compliance with the Child and Adolescent Statute (Law No. 8,069/1990) and ILO Conventions No. 138 and 182;
- b) forced labor, in conditions analogous to slavery, or any form of involuntary servitude, in compliance with arts. 149 and 149-A of the Brazilian Penal Code and ILO Conventions No. 29 and 105;



c) discriminatory practices of any nature in the workplace, on grounds of race, color, ethnicity, gender, sexual orientation, religion, origin, disability, age, social status, or any other form of discrimination;

d) any restrictions on freedom of trade union association and the right to collective bargaining, subject to applicable legal limitations.

13.3 The SUPPLIER also declares to be aware and undertakes to:

a) observe and act in accordance with our environmental, energy, and sustainability guidelines, available at <https://www.tesa.com/pt-br/sobre-a-tesa/sustentabilidade>, and with the other guidelines available at <https://www.tesa.com/pt-br/sobre-a-tesa/sustentabilidade/estrategia/as-nossas-diretrizes-e-normas>, including, without limitation, the commitment to energy efficiency, reduction of greenhouse gas emissions, responsible waste management, rational use of natural resources, and the promotion of a circular economy;

b) observe and act in accordance with our SUPPLIER CODE OF CONDUCT, available at <https://www.tesa.com/pt-br/sobre-a-tesa/sustentabilidade/estrategia/as-nossas-diretrizes-e-normas>, and with applicable Brazilian legislation, under penalty of termination of our relationship as provided in Clause 12;

c) observe and act in accordance with our privacy statement, available at <https://www.tesa.com/pt-br/sobre-a-tesa/informacao-legal/declaracao-de-privacidade>, and with the personal data request and incident reporting mechanisms referred to in Clause 9.

13.3.1 If necessary, the SUPPLIER may request from us, in writing, the translated version of the above-referenced documents, if they are not already available at the indicated links, or if any links, documents, or forms are in any way not accessible.

13.3.2 We may update the above-referenced documents, links, and forms at any time, regardless of notification to the SUPPLIER which, given the commitment assumed, must keep itself updated.

13.3.3 The SUPPLIER may consult us about updates and any questions regarding these documents, forms, and guidelines, whenever desired, through a formal request to our employees who serve it and/or through the contact channel indicated in item 9.3.

13.3.4 Our commercial relationship with the SUPPLIER implies the SUPPLIER's full and unrestricted acceptance of what is stated in items 13.2 and 13.3, "b".

13.4 If the SUPPLIER violates or believes it has violated any of the provisions of our SUPPLIER CODE OF CONDUCT, it must immediately notify us so that we may together seek a solution. We always seek to take appropriate measures to encourage the SUPPLIER to comply with the provisions of our CODE and these TERMS.

13.5 In the event of non-conformity or non-compliance, by the SUPPLIER, with applicable legal provisions, our SUPPLIER CODE OF CONDUCT, or these TERMS, we



reserve the right to terminate the relationship with the SUPPLIER as provided in Clause 12, without prejudice to any legal measures the case may require under Brazilian legislation.

13.6 Our eventual acceptance of the SUPPLIER's failure to perform any of the clauses and conditions of these TERMS, of the contract/order/purchase order, and of what is referred to in item 13.3.4, at any time, shall be interpreted as a mere act of tolerance, and shall not imply, therefore, our waiver of demanding compliance with the provisions contained herein or our right to seek full performance of each obligation in the future.

14. SUSTAINABILITY AND ENVIRONMENTAL RESPONSIBILITY

14.1 The SUPPLIER undertakes to implement and maintain environmental management practices compatible with our sustainability commitment, including, without limitation:

- a) adequate management of solid waste, effluents, and atmospheric emissions, in compliance with applicable environmental legislation and the National Solid Waste Policy (Law No. 12,305/2010);
- b) the adoption of energy efficiency measures and reduction of natural resource consumption in its production processes;
- c) the preference for the use of sustainable, recyclable, or lower environmental impact materials in the manufacture of goods and in the performance of services, whenever technically feasible;
- d) participation, when requested, in sustainability programs and initiatives promoted by TESA, including the Supplier Green Energy Program.

14.2 The SUPPLIER must inform us, when requested, about its environmental practices, certifications, and performance indicators, including, without limitation, data relating to greenhouse gas emissions, energy consumption, waste management, and water resource use.

14.3 We reserve the right to, at any time, upon prior notice to the SUPPLIER, conduct or contract the conduct of environmental and sustainability audits at the SUPPLIER's facilities and processes, in order to verify compliance with the obligations set forth in this clause.

14.4 The packaging of goods delivered by the SUPPLIER must observe, whenever possible, sustainability criteria, favoring recyclable, reusable, or biodegradable materials, and minimizing the use of single-use plastics.

15. WHISTLEBLOWING CHANNEL AND REPORTING MECHANISM

15.1 The SUPPLIER declares to be aware that TESA provides a whistleblowing channel (reporting system) for confidentially reporting any suspected violations of laws, regulations, these TERMS, the SUPPLIER CODE OF CONDUCT, or any TESA guidelines, available at <https://www.bkms-system.net/bkwebanon/report/clientInfo?cin=t4hRuh&c=-1&language=spa>



15.2 Said whistleblowing channel is accessible to all SUPPLIER employees, its subcontractors, and other interested parties, and may be used to report, in good faith, situations of non-compliance, without risk of retaliation.

15.3 The SUPPLIER must disclose the existence of the whistleblowing channel to its employees and subcontractors who work within the scope of the contracts/orders/purchase orders executed with us.

16. AUDIT AND MONITORING

16.1 We reserve the right to, directly or through third parties designated by us, conduct audits and inspections at the SUPPLIER's facilities, processes, documents, and records, in order to verify compliance with the obligations assumed in these TERMS, in the NDA/LGPD AGREEMENT, in the SUPPLIER CODE OF CONDUCT, and in applicable legislation.

16.2 Audits shall be conducted upon reasonable prior notice to the SUPPLIER, except in situations of urgency or well-founded suspicion of non-compliance, in which cases they may be conducted without prior notice.

16.3 The SUPPLIER undertakes to fully cooperate with audits, providing access to facilities, information, documents, and employees necessary for their conduct.

16.4 The findings of audits shall be communicated to the SUPPLIER, which must present a corrective action plan within a timeframe to be jointly defined between the Parties, without prejudice to the other measures provided for in these TERMS.

17. PENALTY CLAUSE

17.1 In the event of non-compliance, by the SUPPLIER, with the compliance and conformity obligations established in Clauses 13 and 14, including, without limitation, the violation of the SUPPLIER CODE OF CONDUCT and anti-corruption and antitrust legislation, the SUPPLIER agrees and undertakes to pay us a penalty clause equivalent to 10% (ten percent) of the total value of the contracts/orders/purchase orders in force between the Parties, without prejudice to contractual termination and supplementary compensation for losses and damages, pursuant to art. 416, sole paragraph, of the Brazilian Civil Code.

18. FINAL PROVISIONS, APPLICABLE LAW AND JURISDICTION

18.1 The eventual declaration of nullity or ineffectiveness of any of the covenants contained in these TERMS shall not affect the validity and effectiveness of the others, which shall be fully complied with, with the Parties being required to seek the same effects as the covenant that has been annulled or rendered ineffective.

18.2 These TERMS shall be governed by and interpreted in accordance with Brazilian legislation.

18.3 In the event of doubt or dispute between the Parties regarding the interpretation or application of these TERMS, the Parties shall seek to resolve doubts and reach an amicable settlement. In the event that such resolution or settlement is not possible, the Central Court of the Judicial District (Comarca) of the Metropolitan Region of Curitiba/PR



is hereby elected, in accordance with art. 63 of the Brazilian Code of Civil Procedure, to settle any doubts or controversies arising from the interpretation and performance of these TERMS, to the exclusion of any other court, however privileged it may be or become.

Curitiba, Paraná, ___ of _____, 2026.