



TERMS AND CONDITIONS - TECHNICAL COOPERATION AGREEMENT

The Technical Cooperation Agreement duly signed between Apex-Brasil and a public or private entity (identified in the Agreement), in order to strengthen the cooperation between them, with no transfer of funds, is subject to following terms.

1. DEFINITIONS.

- 1.1. **“Apex-Brasil”** is a legal entity of private rights, organized as a civil non-profit association of collective interest and public utility, instituted by Decree No 4.584 of 5 February 2003 and Law No. 10.668 of 14 May 2003 as an Autonomus Social Service.
- 1.2. **“Company”** means the legal entity duly identified in the Technical Cooperation Agreement by its legal representative.
- 1.3. **“Parties”** means **Apex-Brasil** and **Company**.
- 1.4. **“Agreement”** consists of the Technical Cooperation Agreement and these Terms and Conditions. This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes all and any prior understandings, undertakings and promises between Company and Apex-Brasil, whether oral or in writing.

2. OBJECTIVE

- 2.1. The purpose of this Agreement is explicitly stated in the Technical Cooperation Agreement.
- 2.2. The Parties agree that this Agreement does not confer any exclusivity regarding activities covered by this Agreement and that they may collaborate on similar activities with other partners.
- 2.3. Apex-Brasil does not make any representations or warranties to the Company. In no event will Apex-Brasil be liable for any direct, indirect, punitive, incidental, compensatory, special, consequential, or other damages of any kind whatsoever, loss of data, income or profit, loss of or damage to property, business interruption arising out of or in connection with this Agreement, Apex-Brasil will not be liable for losses or damages arising out of or any way related to any third party.

3. EXECUTION

- 3.1. Each Party shall perform and fulfil, promptly, actively and on time, all of its obligations under the Agreement.
- 3.2. In accordance with the Agreement's specifications, the Parties may involve third parties to fulfill its obligations.
- 3.3. Each Party shall provide the staff and funds required for the conduct of the Agreement in accordance with its internal rules.
- 3.4. In no event shall the Party or its agents, representatives or employees be deemed to be agents, representatives or employees of the other party's employees. The Parties shall comply with all requirements and obligations relating to their own employees under federal, state and local law (or foreign law, if applicable). Such compliance shall include, but not be limited to, laws regarding minimum wages, labor and social rights, social security, unemployment insurance, federal and state income taxes and workers' compensation insurance.
- 3.5. Each Party shall bear its own costs and expenses with regard to the activities relating to the subject of this Agreement. Neither Party will have any right to any reimbursement, payment or compensation of any kind whatsoever from the other Party for any cost or expense which may be incurred or sustained directly arising under this Agreement.
- 3.6. In the execution of actions, the Parties must observe the existing procedures in the institutional scope of each one with regard to participation in events, hiring, among others.



4. INTELLECTUAL PROPERTY

- 4.1. Any Intellectual Property Rights arising from any work created under the agreed activities under this Agreement shall jointly belong to the Parties, unless the Parties otherwise agree in writing.
- 4.2. Except for the purposes of this Agreement, the Parties are not permitted to give away, deal with, or sell any intellectual property without the prior written consent of the other Party.
- 4.3. The Intellectual Property of a Party that was conceived, created, or developed prior to, or independent of, any research performed pursuant to or related to this Agreement shall remain the exclusive property of such Party.
- 4.4. **Company** authorizes **Apex-Brasil** to use photos and videos taken from the actions that are directly related to the execution of the Agreement in future advertising or promotional material.
- 4.5. **Company** shall not use the name, logo, trademark, or any other reference to **Apex-Brasil**, either direct or indirect, in press releases, advertisements, sales literature or other publications without the prior written approval of **Apex-Brasil**.
- 4.6. **Company** warrants that does not and will not infringe the intellectual property rights of every kind of any third party.
- 4.7. **Apex-Brasil** is authorized to use the **Company** logo in presentations, website, folders, publications, management reports and any other produced material with the purpose of informing or spreading actions performed by **Apex-Brasil**.

5. CONFIDENTIALITY

- 5.1 For purposes of this Agreement, “**Confidential Information**” means any data or information that is Confidential to the Disclosing Party and not generally known to the public, whether in tangible or intangible form.
- 5.2 In consideration of the disclosure of Confidential Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to use the Confidential Information solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party; (ii) to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials).
- 5.3 Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (a) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.
- 5.4 In case the Receiving Party is compelled (by oral questions, interrogatories, request for information or documents, civil investigation or any other way) to disclose all or part of the Confidential Information, it is hereby agreed that the Receiving Party shall provide the Disclosing Party with prompt notice in writing of any such request so that the Disclosing Party may seek the appropriate protective measures in respect of such Confidential Information. If the Disclosing Party has not obtained any protective measure up to the last



day preceding the deadline granted for disclosure of the Confidential Information, then the Receiving Party shall be entitled to make such disclosure, to the extent strictly necessary, and shall request confidential treatment.

- 5.5 The **Company** shall indemnify Apex-Brasil for any losses, damages, costs, expenses, liabilities, actions, claims and procedures arising from any non-compliance with the established confidentiality obligation. The value of compensation will be calculated in accordance with the caused and proven damage.

6. LIMITATION OF LIABILITY

- 6.1 **Apex-Brasil** and **Company** are independent contractors and nothing in this **Agreement** will be construed as establishing an employer/employee or other agency relationship, partnership or joint venture between them.

7. TERM

- 7.1 The **Agreement** shall cover the period of execution of the activities and the discharge of all obligations by the **Parties**.
- 7.2 The **Parties** shall be entitled to terminate this **Agreement** at any time by giving not less than 30 days written notice. The termination of this Agreement shall not affect the validity or the duration of any specific projects or activities made under the present Agreement until the completion of such specific projects or activities, unless the Parties agree on otherwise.
- 7.3 In the event of breach of the **Agreement** by the **Company**, the Agreement may be terminate with immediate effect by **Apex-Brasil**. **Company** hereby releases and holds **Apex-Brasil** harmless against any damages, losses or other injury resulting from the breach.

8. FORCE MAJEURE

- 8.1 Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure. In such cases, the Parties will search for mutual adjustment or joint solutions.

9. SOCIAL AND ENVIRONMENTAL RESPONSABILITY REPRESENTATIONS AND WARRANTIES

- 9.1 Each **Party** hereby undertakes that, at the date of the entering into force of the **Agreement**, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the **Agreement** and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence from doing so.
- 9.2 The **Company** hereby represents, on its own behalf and on behalf of its managers, officers, employees, agents, owners and shareholders that represent it, that it has knowledge of and fully agrees with the terms of the Apex-Brasil Code of Ethics, that is available at www.apexbrasil.com.br. In case of failure to access a copy of the mentioned document, the **Company** shall communicate and demand it in writing to **Apex-Brasil**.
- 9.3 For the purposes of this Section, the **Company** hereby represents and warrants that:
- it has not violated, is not violating, and nor will it violate the Brazilian or international anticorruption laws;
 - it is aware that any activity that violates the Brazilian or international anticorruption laws is prohibited and it knows what the consequences are for such violations.
- 9.4 The **Company** agrees to take all necessary measures to comply with all applicable Brazilian and international rules relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights, environmental protection and sustainable development.



9.4.1 The **Company** undertakes not to employ child labor, forced or compulsory labor.

9.4.2 The **Company** shall endeavour to promote an improvement of the environmental performance of the deliverables and especially use sustainable materials and avoid or decrease of natural resources consumption, like water and energy.

10. NOTICES

10.1 All notices given pursuant to this **Agreement** must be in writing and will be properly served if delivered personally, posted, sent by facsimile or e-mailed to the other party at the address or facsimile number or email address set out in this **Agreement**.

10.2 A notice sent by post will be deemed to have been given on the date of the receipt or on the ten (10) business day after posting. A notice sent by facsimile transmission will be deemed to have been given upon confirmation by the sending machine of successful transmission of the total number of pages of the notice. A Notice sent by e-mail will be deemed to have been given on confirmation that the email transmission has been received. A facsimile or email sent after 17h on a business day or on a day which is not a business day will be deemed received on the following business day.

10.3 The **Parties** have to inform each other about its new mail or e-mail address in writing immediately if any changes occur in the addresses. Otherwise, the notices made to the existing addresses stated herein shall be deemed valid.

11. AMENDMENT

11.1 The Technical Cooperation Agreement may be modified or amended, if necessary, by written agreement duly signed by the legal representatives of the **Parties**.

11.2 The amendment will neither modify the general objective of the project nor set up any kind of transfers of financial resources.

11.3 **Apex-Brasil** reserves the right to modify these Terms and Conditions at any time without prior notice to reflect strategic changes or new regulations.

12. MISCELLANEOUS

12.1 No delay, tolerance or omission on the part of either party in requiring performance by the other party of its obligations will operate as a precedent, novation, modification or waiver of any rights

12.2 Each Party represents and warrants to the other that it has full power and authority to enter into and perform this **Agreement**, and that the person signing this **Agreement** on behalf of each Party has been properly authorized and empowered to enter into it.

12.3 If any provision of this **Agreement** is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, it will be severed and the remainder of this **Agreement** will remain in full force and effect. If necessary, the **Parties** will replace it by a valid and practicable provision, as far as possible, with the **Parties** original intention.

12.4 The **Parties** commit themselves to use their best efforts to solve administratively any questions, disputes or controversies that may arise as result of this **Agreement**.

12.5 Any omissions in this **Agreement** shall be solved by another written agreement between the **Parties**.

12.6 **Company** agrees not to transfer any obligation and not to assigns any benefit or right to third parties relating to this **Agreement**, without the prior written authorization of the **Apex-Brasil**.

12.7 Before filing any action in law or in equity, the **Parties** shall first attempt, for at least thirty (30) days, to resolve any dispute promptly by good faith negotiation between executives who have authority to solve it and who are at a higher level of management than the person directly responsible for administration of this **Agreement**.



12.7 In the event of any conflict or inconsistency between the content of any document and the content of any other provision in these Terms and Conditions, the Terms and Conditions shall prevail.

13. GOVERNING LAW AND JURISDICTION

13.1 This Agreement, and the interpretation, construction and enforceability hereof, and all rights and obligations of the parties, whether arising under this **Agreement** or otherwise, shall be governed by and construed in accordance with the laws of Brazil, without giving effect to any principles of conflict of laws.

13.2 Any dispute that arises under or is related to this **Agreement** that cannot be settled according Clause 9.4 may be decided by the court of the **Company's** head office jurisdiction.
