

GENERAL CONDITIONS FOR SERVICES WORK**FLENDER BRASIL LTDA****1. GENERAL**

1.1 The scope, quantity, quality, functionality, and technical specifications of Services are defined exclusively by the Supplier's order confirmation or the Contract.

1.2 The "Contract" constitutes the entire agreement between the parties, comprising the Supplier's offer letter, these terms, and any other documents expressly identified in the offer letter. Customer's terms apply only if expressly accepted in writing by the Supplier.

1.3 The Supplier's offers are subject to credit approval and settlement of existing debts. The Supplier may terminate any offer, or suspend or terminate the Contract, if the Customer fails to settle existing debts or is deemed not creditworthy at the Supplier's sole discretion. Offers are not binding until confirmed by a Customer purchase order accepted by the Supplier.

1.4 The Customer may not alter or cancel any purchase order without the Supplier's prior written consent and shall pay any applicable rescheduling, cancellation, or order change fees per the Supplier's current price lists.

1.5 Unless otherwise specified, "Supplier" refers to Flender Brasil Ltda, the legal entity signing this Contract. "Customer" refers to the legal entity to whom the offer letter is addressed.

1.6 Definitions

"Contract" has the meaning given in Clause 1.2.

"Force Majeure" means any unavoidable event, as per the Sole Paragraph of Article 393 of the Brazilian Civil Code, including Acts of God, natural disasters, war, civil unrest, national emergencies, terrorism, cyber incidents, IT system attacks, strikes, lock-outs, infectious diseases, epidemics or pandemics, travel restrictions, embargoes, or trade sanctions imposed by the EU, U.S., Brazil, or the United Nations that expose a Party or its Affiliates to sanctions or penalties, affecting performance hereunder.

"General Conditions" means these General Conditions for Services.

"Party" or "Parties" refers to Flender Brasil Ltda and the Customer.

"Price" means the price of the Services as stated in the Purchase Order.

"Services" means any goods, equipment, documentation, software, work or services to be provided by the Supplier, including the following:

- a) "*Field Services*," i.e., the attendance of a service technician or technical labour to perform installation, commissioning, repair, reconditioning, or maintenance of the Customer's equipment at the Customer's or third party's site;
- b) "*Workshop Services*," i.e., the inspection, overhaul, replacement, or reconditioning of Customer parts at the Supplier's workshop;
- c) "*Technical Consulting Services*," i.e., the provision of technical consulting by the Supplier's technical specialist(s) ("Technical Consultant");
- d) "*Inspection Services*," i.e., the inspection or investigation of the condition or performance of the Customer's parts or equipment; or
- e) other services as specified in the Supplier's order confirmation.

2. RIGHT OF USE

2.1 Unless expressly agreed otherwise, all intellectual and industrial property rights in the Services, Documents, software, hardware, know-how, and other items provided under this Contract are the Supplier's

exclusive property. The Customer shall not reverse engineer, decompile, or reproduce the Services or parts thereof, except where such restrictions are unenforceable by applicable law.

2.2 The Customer may use the Documents, unmodified, solely for the operation and routine maintenance of the Services by its personnel, unless otherwise agreed in writing by the Supplier. If Services include the Supplier's software, it is licensed under the "Applicable License Conditions" (found in software documentation, the software itself, or attached license terms), which prevail over this Clause 2. The software is provided in object code only. The license grants a non-exclusive right to use the software as described in the Applicable License Conditions, or, if none, for operation and routine maintenance of the Services.

2.3 If specific third-party licensor terms apply, the Supplier will provide them with the Services, and the Customer shall comply. If the software contains Open Source Software ("OSS"), the Supplier will provide the applicable OSS license terms with the Services, and these OSS license terms shall prevail over this Contract. Details on third-party software and OSS are available in the software documentation (e.g., README_OSS).

2.4 Rights granted in Clause 2 are transferable only with the transfer of ownership of all Services to that third party. Subject to Customer's intellectual property rights and applicable law, the Supplier and the Supplier Group may collect, use, modify, and copy data received under this Contract for their business purposes. Legal obligations regarding Personal Data remain unaffected.

3. SCOPE OF SERVICES

3.1 The Supplier shall perform the Services specified in the Supplier's order confirmation. The Services may be provided on-site or remotely.

3.2 If the Supplier is providing Technical Consulting Services, the Supplier is not responsible for any installation, repair, or maintenance of equipment ("Physical Work") performed by the Customer's technician or by any third-party technician engaged by the Customer ("Primary Service Technician"). The Customer shall provide suitable Primary Service Technician(s) to complete the Physical Work and ensure they cooperate fully with the Supplier's Technical Consultant(s). The Customer shall not use the Supplier's personnel for Physical Work unless agreed in the Supplier's order confirmation. A Technical Consultant is not a supervisor or superintendent, and the Supplier disclaims all responsibility for Physical Work performed by the Customer's Primary Service Technician(s).

3.3 Unless otherwise specified in the Supplier's offer or order confirmation, Workshop Services do not include transport of Customer parts to and from the Supplier's workshop. The Customer shall arrange delivery of parts to the Supplier's workshop.

4. PRICES AND TERMS OF PAYMENT

4.1 Unless otherwise agreed in writing, prices exclude packing, freight, insurance, and other additional charges (e.g., storage, third-party inspections). The price payable by the Customer is the "Contract Price".

4.2 The Contract Price excludes all taxes (e.g., property, sales or similar tax), duties, customs, or other public charges. The Customer shall pay or reimburse the Supplier for any such charges related to the Services. Payments are due to the Supplier's bank account within 20 days of invoice, without deduction (e.g., withholding tax). The Customer shall not be entitled to withhold payment if documentation has not been provided by the Supplier. If the Customer is required to make a deduction by law, the sum payable shall be increased so that the Supplier receives a net amount equal to the amount it would have

received without such deduction. The Customer shall provide to the Supplier tax receipts from the relevant tax authorities in connection with the payments in due course.

4.3 Without prejudice to other Supplier rights, if the Customer fails to make a payment when due, it shall pay interest on late payments from the due date to the actual date of payment, at a rate of one percent (1%) per month, calculated pro rata die, and a non-compensatory fine of ten percent (10%) of the total delayed amount. If any payment is more than 30 (thirty) days late, the Supplier shall have the right to suspend or terminate the Contract upon written notification to the Customer. The Customer shall pay the Supplier all costs related to the collection of overdue amounts, including reasonable legal fees.

4.4 Each party must pay all sums owed to the other party under this Contract free and clear without set-off, counterclaim, deduction, or withholding, unless otherwise agreed in writing or required by law.

5. DELIVERY TIMES AND DELAY

5.1 Agreed dates for Services shall be extended by a reasonable period if the Supplier's performance is delayed or impeded by any third party, a Force Majeure event, or the Customer's failure to perform its obligations. This includes delays in delivering required documents (e.g., permits), timely performance of the Customer's or its appointed third party's work, and compliance with payment terms.

5.2 The Supplier may, if reasonable, provide Services in stages or instalments and invoice accordingly.

5.3 If the Supplier solely causes failure to meet the agreed final date, the Customer is entitled to liquidated damages of 0.5% of the delayed part's price per completed week of delay, capped at 5% of that part's price, and in no case exceeding 5% of the total Contract Price. Payment of liquidated damages is the Customer's sole recourse against the Supplier, and no further claims can be made once this cap is met.

5.4 Any Customer rights and remedies for delay, other than those expressly stipulated in this Clause 5 and Clause 16.2(a), are excluded to the extent permissible by law. If the Customer, its suppliers, or any appointed third party causes a delay in providing the Services, the Customer shall reimburse the Supplier all reasonable additional costs and expenses incurred due to such delay.

5.5 The Customer is deemed to have accepted the Services and the quality and quantity of any items delivered as conforming to the Contract, unless the Customer notifies the Supplier of any non-conformity, shortages or damage within three (3) days after the Services were completed.

6. RISK OF ACCIDENTAL DAMAGE

6.1 The Customer bears the risk of accidental damage to or loss of the Services.

7. FORCE MAJEURE

7.1 If a Force Majeure Event occurs, the affected Party is not in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the event's effects.

7.2 The affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

7.3 The Supplier, at its sole discretion, may allocate the products or provide reduced services as a result of a Force Majeure Event, according to its own criteria, and cannot be held liable or considered in default under the Contract in any event for such reduction.

7.4 If one or more Force Majeure Events and their effect last for an aggregate of 60 (sixty) days, either party may terminate the Contract

by giving 3 (three) days' prior written notice to the other party for the part of the Services not yet provided.

8. OBLIGATIONS OF THE CUSTOMER

8.1 The Customer shall obtain all necessary licences, permits, and approvals for commissioning, acceptance, and use of the Services.

8.2 If Services are delayed due to circumstances not attributable to the Supplier, the Customer shall pay all additional costs arising from such delay.

8.3 The Customer shall provide or secure for the Supplier, at no cost, all of the following facilities, rights and services:

a) Auxiliary labour equipped with appropriate tools, heavy lifting and transport facilities, together with the fuel, lubricants, water, electricity, compressed air and cleaning facilities necessary for the Supplier to perform the Services;

b) Heated and/or air-conditioned facilities with drinking water available to the Supplier's personnel near the workplace, including lockable storage sheds for tools and equipment, changing rooms with toilets and washbasins, and offices equipped with telephones, internet and other communication requirements;

c) Accommodation facilities for the Supplier's personnel which must be safe, secure, clean and free from health risks;

d) Assistance with customs formalities for the import and export of parts, equipment and tools;

e) Assistance to ensure that the Supplier's personnel obtain visas and any other official entry, exit, residence or work permits required;

f) Information about local laws and regulations applicable to the Services and any hazardous conditions at the workplace;

g) Any reasonable assistance from the Customer's employees and subcontractors as necessary for the Supplier to perform the Services; and

h) The right to access the location where the Services will be performed.

If the Customer is unable or unwilling to provide any facility, right or service specified in this Clause 8.3, the Supplier may, at its discretion, terminate or suspend the Contract without liability to the Customer, or itself secure such facility or service at the Customer's expense.

8.4 The Customer shall maintain safe working conditions at the workplace, including appropriate procedures for hazardous substances. The Customer shall promptly inform the Supplier in writing of all health, safety, and environmental requirements applicable at the workplace. If, in the Supplier's reasonable opinion, personnel health, safety, welfare or security is or may be threatened, the Supplier may (i) evacuate personnel from the workplace, (ii) suspend performance of all or part of the Contract, and/or (iii) remotely perform or supervise the Services. Any such occurrence is an excusable event without liability to the Supplier. The Customer shall reimburse all reasonable additional costs incurred by the Supplier due to such suspension.

8.5 The Customer shall indemnify the Supplier for all claims, damages, losses, fines, penalties, and expenses arising from or related to any unsafe working conditions, hazardous conditions, or hazardous materials that are or were: (i) present at the workplace before the commencement of the Supplier's Services; (ii) improperly handled or disposed of by the Customer or its employees, agents, contractors or subcontractors; or (iii) brought, generated, produced or released at the workplace by parties other than the Supplier.

9. CHANGES

9.1 If applicable laws, rules, regulations, engineering standards, codes of practice, or decisions/guidance from courts or public authorities are amended or added after Contract signature, the Supplier is entitled to a Contract adjustment. This includes adjusting the Contract Price to reflect additional costs, time schedules, and scope of Services, as necessary to compensate for adverse effects or additional requirements from such changes.

10. DEFECTS LIABILITY

10.1 The warranty period for Services shall be as follows:

- (a) Complete overhauls and test bench : 24 months from Delivery
- (b) For all other Services including replacement or repairing parts within Services, the warranty period is six (6) months from the date of replacement or repair, if the original warranty period expires earlier.

The warranty period regarding the Service that was re-performed under the warranty will expire six (6) months after the last day on which the Service was re-performed under the warranty, or when the original warranty period expires, whichever is later.

10.2 In this Contract, and subject to Clause 10.3, a defect means any non-conformity of the Services with the express terms of this Contract resulting from circumstances existing in the Services ("Defects").

10.3 Notwithstanding Clause 10.1 and Clause 10.2, the Supplier will not cover:

- a) Deviations that are insignificant to the agreed quality or usability and that do not compromise the use of the Services;
- b) The Services where work under the Contract has not been carried out or properly handled, used, operated, and maintained according to the Supplier's instructions;
- c) Any or all defects caused by incorrect operating material or lubricants, faulty civil or mechanical work, unsuitable conditions, or any unprovided chemical, electrochemical, or other electrical influences;
- d) Unauthorized repair or alteration to the Services with non-Supplier parts;
- e) Damages or failures caused by the use of Services and/or material supplied by the Customer, other than for which it was designed;
- f) Any or all defects caused by fair wear and tear, improper storage, excessive strain, overloading, or contravention of prevailing standards and regulations;
- g) Non-reproducible software errors;
- h) Any Physical Work performed by Primary Service Technicians provided by the Customer;
- i) Any materials, components, tools, designs, or software provided by the Customer;
- j) Any non-conformities, defects (including latent defects), damage, vulnerabilities or problems with the Customer's equipment or parts existing before the Services, even where the Services specifically include Inspection Services intended to identify such pre-existing conditions.

10.4 All warranty claims must be submitted in writing without undue delay and no later than fourteen (14) days after discovery of the Defect. The Customer must prove that its claim is covered by this warranty and immediately take appropriate measures to prevent any Defect from worsening and to enable the Supplier to fulfil its warranty obligations. Upon written notification, the Supplier shall, at its option,

remedy a Defect by repair, replacement, or re-performance. The Customer shall grant the Supplier working access to the non-conforming Services and provide operation and maintenance data, at no charge. Upon request, the Customer shall ensure title to replaced parts passes to the Supplier. The Supplier's warranty obligation excludes crane, electricity, scaffolding, docking, diving, underwater work, towing, dismantling or assembly costs, and personnel expenses, taxes and fees, all of which shall be reimbursed by the Customer where applicable.

10.5 If software is defective, the Supplier will provide an updated version when reasonably available. If the Supplier modified the software, it will provide an interim solution if feasible at a reasonable cost and necessary to avoid substantial business disruption.

10.6 If the Supplier performs remedial work and no Defect is found, the Customer shall pay for such work, including diagnosis.

10.7 THIS CLAUSE 10 SETS OUT THE ONLY WARRANTY APPLICABLE TO THE SERVICES AND REPLACES ANY OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, EXPRESS OR IMPLIED. THE CUSTOMER HEREBY WAIVES ALL OTHER RECOURSE, WARRANTIES, REPRESENTATIONS, CONDITIONS AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER PROVIDED FOR BY LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR SATISFACTORY QUALITY). THE CUSTOMER ACCEPTS ANY SOFTWARE PROVIDED "AS IS" AND "AS AVAILABLE".

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All IP Rights in the Services and Software remain the exclusive property of the Supplier or its licensors. The Supplier grants the Customer a non-transferable, non-exclusive licence to use such IP Rights solely for operating and maintaining the Services.

11.2 The Supplier shall defend the Customer against third-party claims that the Services infringe an intellectual property right and pay related costs and damages. At its option, the Supplier may: (a) obtain use rights for the IPR; (b) modify or replace the infringing item; or (c) take back the infringing item and reimburse its price if other options are not reasonably possible.

11.3 The Customer shall defend, indemnify and hold harmless the Supplier from all claims, losses and damages, including reasonable legal fees, arising from any unauthorised use, modification, reproduction or publication of the Supplier's intellectual property.

11.4 The Supplier's defence obligations under Clause 11.2 are conditional on the Customer: (a) promptly notifying the Supplier in writing of any claim; (b) not admitting infringement and providing reasonable assistance; and (c) granting the Supplier sole control over the defence and settlement.

11.5 The Supplier has no liability for IPR infringement caused by the Customer's specifications, unforeseeable use, modifications, or use with other equipment.

11.6 This Clause 11 states the Supplier's entire liability for IPR infringement, excluding all other remedies to the extent permitted by law.

12. LIABILITY

12.1 This Clause 12 exclusively governs the Supplier's liability for all damages and costs, regardless of the legal basis (including contract, negligence, indemnity, or warranty).

12.2 The Supplier's liability for bodily injury and intentional acts or omissions is governed by applicable law.

12.3 UNDER NO CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, CIVIL LIABILITY (STRICT OR

NEGLIGENT LIABILITY), OR OTHERWISE, SHALL THE SUPPLIER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EMERGENT DAMAGES, REGARDLESS OF HOW THEY ARE CAUSED OR ARISE (WHETHER ACTUALLY INCURRED OR FORESEEN), NOR FOR LOSSES AND DAMAGES (WHETHER ACTUALLY INCURRED OR FORESEEN) CAUSED BY THE UNAVAILABILITY OF THE FACILITIES OR EQUIPMENT, FORCED INTERRUPTIONS OR INTERRUPTIONS IN SERVICES, LOSS OF USE, FOR LOST PROFITS OR LOSS OF REVENUE, ACTUAL OR ANTICIPATED, OR FOR LOSS OF ANTICIPATED SAVINGS, DAMAGE TO REPUTATION, INVENTORY OR USE CHARGES, COSTS OF PURCHASED OR REPLACED ENERGY, INTEREST OR COST OF CAPITAL OR CLAIMS BY ANY OF THE CUSTOMER'S CUSTOMERS, PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF REPLACED EQUIPMENT, SPARE PARTS OR SERVICES, OR REPLACEMENT, REMOVAL OR REINSTALLATION SERVICES NOT ARISING FROM THE WARRANTY PROVIDED HEREIN, TOWING CHARGES, POLLUTION CLEAN-UP COSTS, DOCKING COSTS, DIVING OR UNDERWATER WORK, DAMAGE TO ANY VESSEL, ENGINE ROOM OR POWER GENERATION PLANT, YARD OR OTHER PROPERTY (INCLUDING DAMAGE TO CUSTOMER'S PROPERTY), DAMAGE TO ANY EQUIPMENT OR PROPERTY OTHER THAN EQUIPMENT, COMPONENTS AND PARTS DELIVERED UNDER THIS CONTRACT, COSTS OF ANY ADDITIONAL TESTS, SEA TRIALS/TESTS, WASTE REMOVAL OR FOR LOSS OF TIME OR USE OF ANY EQUIPMENT, INSTALLATION, OPERATION OR SERVICE SYSTEMS OR FOR LOSS OR CORRUPTION OF DATA.

12.4 Supplier's total liability under this Contract is capped at 20% of the Contract Price per event, with an aggregate limit of 100% of the Contract Price.

12.5 Each Party shall obtain a waiver of all rights of recourse and subrogation against the other Party from its respective insurers, and shall indemnify and hold harmless the other Party from liability for any claims made by or through the insurers of either Party

12.6. Liability limitations herein also benefit Supplier's subcontractors and agents. Supplier's indemnity liability will be reduced proportionally to the extent the Customer or its agents caused or contributed to the loss.

12.7 If the Customer is not the sole end-user, it must contractually extend the indemnities, exclusions, and limitations of liability in this Contract to the end-user for Supplier's benefit and must indemnify Supplier against any claims from such parties that exceed Supplier's liability to the Customer.

12.8 Supplier's liability under this Contract ceases upon the expiry of the defects liability period.

12.9 All Customer rights and remedies against Supplier not expressly stated in this Contract are excluded.

12.10 The Supplier shall not be liable for any loss, injury or damage resulting from or caused by: (1) software provided by the Customer; (2) monitoring systems, digital systems and/or cybersecurity-related systems other than those provided by the Supplier; (3) any recommendation provided as part of the Software or Cloud Service; or (4) improper and/or inadequate services, installations or alterations performed by the Customer on any monitoring systems, digital systems and/or systems related to cybersecurity. "Improper Services" constitutes any action or inaction that violates the maintenance, configuration, and operation criteria recommended by the original equipment manufacturer (OEM), resulting in impaired reliability or increased likelihood of failure.

12.11 Nothing in this Contract excludes or limits a party's liability for wilful misconduct (dolo), fraud, bad faith, bodily injury, or death where such liability cannot be limited under applicable law.

13. ASSIGNMENT

13.1 The Customer may not assign this Contract or any part thereof without the Supplier's prior written approval.

13.2 The Supplier may assign this Contract, or any part of it, to an Affiliate without the Customer's prior consent.

13.3 The Supplier may also assign this Contract to a third party without the Customer's consent in connection with a sale or transfer of its business or part thereof.

14. CONFIDENTIALITY

14.1 Each party shall use the other's information ("Information") solely for this Contract and keep it confidential. Information may be disclosed to employees and third parties with a need to know, provided they are bound by equivalent confidentiality obligations. The disclosing party is liable for any breach by its employees or third parties.

14.2 These obligations do not apply to Information that: a) is or becomes public through no fault of the receiving party; b) is rightfully received from a third party; c) is independently developed; d) was already known to the receiving party; or e) must be disclosed by law, with prior notice to the disclosing party.

14.3 This confidentiality obligation shall survive the expiration or termination of this Contract.

15. SUSPENSION

15.1 The Supplier may suspend performance, , without prejudice to its right to demand contractual penalties, losses and damages from the Customer, if the Customer: (i) is more than 30 days late with any payment or security; (ii) fails to perform obligations necessary for the Supplier's performance; (iii) otherwise materially breaches the Contract; or (iv) is reasonably unlikely to perform its obligations under the Contract.

15.2 If performance is suspended under Clause 15.1, the Customer is liable for all parts of the Services already provided and must reimburse the Supplier for all reasonable additional costs incurred due to the suspension. Contractual dates will be extended accordingly.

16. TERMINATION

16.1 Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation.

16.2 The Customer may terminate the Contract upon 14 days' written notice only if the Supplier materially breaches the Contract and fails to remedy it within 30 days of written notice. For the avoidance of doubt, delay in delivery shall not constitute grounds for termination; the Customer's sole remedy for delay is set out in Clause 5.4.

16.3 Termination by the Customer does not affect parts of the Supplies already delivered. The Customer must pay for all Supplies delivered prior to termination. The Customer may only engage a third party to remedy Defects if: (a) the Supplier has repeatedly failed or refused to carry out such remedial work following the Customer's written requests; (b) the Supplier has provided prior written approval of the third party and the scope of remedial work to be performed; and (c) all remedial work is carried out strictly in accordance with the Supplier's Installation and Operation Manual. Any remedial work performed by a third party without satisfying all of the foregoing conditions shall void the warranty. The Customer may recover reasonable costs exceeding the Contract Price only for third-party

remedial work that satisfies all of the foregoing conditions. Clause 12 applies in case of termination, and the right to rescind the Contract is excluded.

16.4 Supplier may terminate the Contract if: a) the Customer comes under the control of a competitor; b) the Customer fails to remedy a material breach or is over 60 days late on payment; or c) the Contract has been suspended for more than 60 days.

16.5 If Supplier terminates, it may recover from the Customer (i) the Contract Price less saved expenditure, and (ii) any additional costs incurred due to the termination.

17. DISPUTE RESOLUTION, APPLICABLE LAW

17.1 This Contract is governed by the laws of the Federative Republic of Brazil, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

17.2 Any dispute arising from this Contract shall be submitted to final and binding arbitration by a single arbitrator under the ICC Arbitration Rules, in accordance with Brazilian Arbitration Law (No. 9,307/96).

17.3 The arbitration will be conducted in Portuguese in São Paulo, Brazil. Document disclosure will be limited to documents on which a party specifically relies. Evidence in English does not require translation unless requested or required by the tribunal.

17.4 The arbitral award will be written, reasoned, final, and binding. The tribunal will decide based on Brazilian law, not *ex aequo et bono*.

17.5 The courts of São Paulo, Brazil, have exclusive jurisdiction solely for: (a) initiating arbitration, if necessary; (b) granting interim relief before the arbitral tribunal is constituted; (c) enforcing the Contract's payment obligations; and (d) related procedural matters. Once constituted, the arbitral tribunal has exclusive jurisdiction over any interim measures.

17.6 Arbitration proceedings are confidential. The parties, arbitrators, and others involved shall not disclose information, documents, or awards, except as required by law, to protect a legal right, enforce an award, or obtain professional advice.

17.7 Arbitration costs shall be borne equally by the Parties during the proceedings. The final award will allocate costs to the losing party or proportionally based on success. The tribunal cannot award non-contractual attorneys' fees unless otherwise agreed.

17.8 Upon a party's request, the arbitral tribunal may order a claiming party to provide security for the other party's legal and other costs.

18. EXPORT REGULATIONS

18.1 The Supplier's obligation to fulfil this Contract is subject to no impediments arising from national or international trade laws, customs requirements, embargoes, or other sanctions.

18.2 If the Customer transfers Services provided by the Supplier to a third party, it must comply with all applicable national and international (re-)export control regulations, including those of Brazil, EU, USA, and UN.

18.3 All direct or indirect sales, exports, or re-exports of the Supplier's Services by the Supplier's Group entities in the EU and UK must comply with EU regulations, including Articles 12g and 12ga of Council Regulation No. 833/2014 and Article 8g of Council Regulation No. 765/2006.

18.4 Violation of these export regulations entitles the Supplier to terminate this Contract and/or claim a non-compensatory fine of 5% of the price of the exported Services, which serves as a minimum and does not preclude claims for further damages.

18.5 The Customer warrants that it, its customer, and the End-User of the Services are not on any applicable restricted party list (e.g., Brazil, EU, USA, UN) and are not controlled by such a party.

18.6 Upon request, the Customer shall promptly provide the Supplier with all information regarding the End-Customer, destination, intended use of Services, and any applicable export control restrictions.

18.7 The Customer shall indemnify and hold the Supplier harmless from any claim, fine, loss, and damages arising from non-compliance with export control obligations and compensate the Supplier for all resulting losses and expenses.

19. INSURANCE

19.1 Each Party shall, at its own expense, provide and maintain comprehensive insurance coverage for its property (including any equipment, facility, or vessel), its personnel, and cover its general liability. Each Party shall obtain a waiver of all rights of recourse and subrogation against the other Party from its insurers, as well as indemnify and hold the other Party harmless from all claims by or against the insurers of both Parties.

20. DATA PROTECTION

20.1 The Supplier's personal data processing activities are defined in the Supplier's Privacy Notice, available upon request. Unless otherwise provided in the General Data Protection Regulation (EU 2016/679) ("GDPR") or the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados - LGPD), or agreed between the Parties, both Parties act as independent data controllers in relation to any personal data shared between them.

21. MISCELLANEOUS

21.1 The Supplier's obligation to perform is subject to applicable export controls and trade restrictions. The Customer acknowledges that the Services may not be transferred in contravention of such restrictions. If the Services cannot be provided due to export controls or trade restrictions for more than ninety (90) calendar days, the Supplier may terminate the Contract in whole or in part without liability for any costs, damages, or losses incurred by the Customer, who shall indemnify the Supplier against all third-party claims in this regard.

21.2 If any provision is declared invalid or unenforceable, the remaining provisions remain in effect. The parties shall endeavour to replace the invalid provision with a valid one achieving a similar result.

21.3 Any amendments to this Contract must be in a written agreement signed by authorised representatives of both parties.

21.4 No delay or failure by either party to exercise any right or remedy under this Contract shall operate as a waiver of it.

21.5 This Contract constitutes the entire agreement between the parties, superseding all previous agreements and understandings. Each party acknowledges it does not rely on any representation not set out in this Contract and waives any claim for misrepresentation, except in cases of fraud or wilful misconduct.

21.6 If this Contract is submitted to the Consumer in another language in addition to the language in which the Contract was signed, this shall occur only to facilitate its understanding. In case of different interpretation, the text written in Portuguese shall prevail.

22. DIGITAL EXECUTION

22.1 This Contract may be signed electronically (e.g., via DocuSign), and such signatures are fully valid under Article 10, § 2 of Provisional Measure 2200-2/2001. The signatories confirm they are authorized representatives.