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	<b>Indemnity for Managers and Beneficiaries</b>	

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## **1. PURPOSE**

The purpose of this Indemnity Policy for Managers and Beneficiaries is to regulate the cases in which Klabin S.A. ("**Klabin**" or "**Company**") will indemnify and keep indemnities, or cause its subsidiaries to indemnify or keep indemnities, the Beneficiaries (as defined below), as well as to establish guidelines, requirements, limits and procedures for granting indemnity commitment to the Beneficiaries, whether in line with the provisions of applicable regulations, especially the CVM (as defined below), as well as in accordance with the Company's Bylaws and in accordance with the best corporate governance practices.

## **2. SCOPE**

This policy applies to the Management of Klabin and/or its subsidiaries and affiliates, including foreign companies directly or indirectly controlled by Klabin and Beneficiaries, as provided for in this Policy.

## **3. DEFINITIONS**

In the application and interpretation of the terms and conditions contained herein, the terms listed below shall have the following meanings:

"**Managers**": statutory directors of Klabin.

"**Beneficiary(s)**": Statutory and Non-Statutory Directors, members of the Fiscal Council and any bodies, created or not by the bylaws, with technical functions or intended to advise Klabin's managers, non-statutory directors, as well as other employees of the Company and/or its companies subsidiaries and/or entities in which the Beneficiary participates and/or has a link, either as a manager or employee, as indicated by Klabin.

"**CVM**": Securities and Exchange Commission

"**Indemnity Commitment**": commitment to indemnify and/or maintain indemnity, to be provided by the Company in favor of the Beneficiaries, under the terms of this Policy, which will be formalized through the respective Indemnity Commitments, according to the draft contained in **Annex I** of this Policy.

"**Defense**": Any defenses, contestations, presentation of manifestations and clarifications, appeals, opinions, as well as any and all acts necessary for the Beneficiary's defense within the scope of the Proceedings.

"**Corporate Law**": Law No. 6,404, of December 15, 1976, as amended.

"**Guidance Opinion**": CVM Guidance Opinion no. 38, of September 25, 2018.

"**Policy**": this Indemnity Policy for Managers and Beneficiaries of Klabin S.A.

"**Processes**": Any inquiry, assessment, denunciation, administrative, arbitration or judicial proceeding, in any degree of jurisdiction and/or in any other similar procedure, whether in civil, criminal, tax, labor or any other that involves or may involve condemning the Beneficiary to any penalty, fine or restriction as a result of the exercise of their functions at

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the Company or at the entity for which the Company has appointed them to perform a certain position or function.

#### **4. REFERENCES**

- Corporate Law;
- Guidance Opinion; and
- Klabin's Bylaws.

#### **5. DUTY TO INDEMNIFY**

5.1. Through the Indemnity Commitments to be entered into between Klabin and the Beneficiaries, and in compliance with the terms, conditions, restrictions and exclusions established therein, the Company will undertake to bear:

(i) costs and expenses of the Beneficiaries arising from its Defenses in the Proceedings, including legal fees, costs, procedural expenses, fees or taxes that may be levied, so that the net amount paid by Klabin in favor of the Beneficiary is the amount necessary to bear all amounts demanded from him or spent by him;

(ii) resources and/or assets necessary to offer guarantees that are necessary to enable the Defense;

(iii) amounts and/or guarantees necessary to release, in its entirety, any listing, seizure, pledge, blocking, constriction of assets and/or any personal constraint (including judicial guarantee) that the Beneficiary may suffer on account of the Processes; and

(iv) amounts eventually owed by the Beneficiary as a result of: (i) final and unappealable conviction in Proceedings; or (ii) agreements, provided that they are duly approved by the Company, and, in both cases, including fines and penalties, legal fees, costs, procedural expenses, taxes, fees or levies, including those arising from any delay in the payment of the final conviction, which has become final, in the Proceeding or of the agreement that has been approved.

5.2. For the purposes of complying with the Indemnity Commitments, the Company may (a) make payments, indemnities and disbursements directly to third party creditors of the costs, expenses and amounts that fall within items (i) to (iv) above; or (b) reimburse, advance or lend to the Beneficiaries the amounts corresponding to costs and expenses experienced by the Beneficiaries, or that may be experienced, provided that such amounts fall within items (i) to (iv) above.

5.3. If the Company makes advances, loans or disbursements of any nature to the Beneficiary, the necessary amount must be observed and the destination exclusively linked to the fulfillment of costs and/or expenses that fall under items (i) to (iv) of section 5.1. Advances, loans or disbursements of any nature are prohibited without specific allocation of resources and predictability of the amount involved.

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## **6. RESPONSIBILITIES**

- The Board of Directors is responsible for:
  - i. Approving the Indemnity Policy for Managers and Beneficiaries, as well as any changes or termination thereof;
  - ii. Defining the criteria for the classification and indication of the Beneficiaries;
  - iii. Entering into the Indemnity Commitments; and
  - iv. Analyzing and authorizing expenditures arising from Indemnity Commitments, including in the event of signing Agreements within the scope of the Processes.

6.1. Authorization of indemnities will be submitted to the Company's general meeting in cases where:

- i. more than half of the Managers are direct beneficiaries of the resolution on the expenditure of resources;
- ii. there is a divergence of understanding on the classification of the act of the member of the Board of Directors as being liable to indemnification within the scope of the Indemnity Commitment; or
- iii. at the discretion of the Board of Directors, the Company's financial exposure proves to be significant, considering the amounts involved.

- **The Board is responsible for:**

- i. Carrying out a technical assessment regarding the framework of the act performed by the Beneficiary to the Indemnity Commitment, supported by the opinion of the Legal Department, Integrity, Risks and Internal Controls; and
- ii. Proposing to the Board of Directors the update of this Policy, in order to keep it permanently updated and in line with the applicable legislation and regulations, as well as with the best market practices.

- **The Legal Department, Integrity, Risks and Internal Controls is responsible for:**


- i. Preparing the technical assessment regarding the framework of the act performed by the Beneficiary to the Indemnity Commitment, supported by the external opinion of specialized consultants.

## **7. GENERAL PROVISIONS**

7.1 Amendments. Any change to the Indemnity Commitment will only be valid if previously approved by the Board of Directors of Klabin and formalized, in writing, between the Company and the Beneficiary.

7.2. Construction. The Indemnity Commitments must be read and construed in conjunction with this Policy.

7.3. Assumptions. The Indemnity Commitment will cover the acts performed by the Beneficiaries, provided that they have been performed in the strict performance of their

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duties and in the exercise of their position, including in any ongoing Proceedings against the Beneficiaries or in any other Proceedings that may be initiated after the termination of the exercise of the position.

7.3.1. The Indemnity Commitment is complementary to the insurance coverage under the D&O (“Directors and Officers”) policy, when applicable, given that the activation of the insurance and the consequent interactions with the respective insurer must always be conducted by the Company, allowing the Beneficiaries monitoring the claims adjustment process.

7.3.2. In the event that Klabin makes any payment directly to the Beneficiary or to third parties based on this Policy and/or the Indemnity Commitment, Klabin will be immediately subrogated to all reimbursement to which the Beneficiary is entitled, including as a result of compensation to be provided by an insurance institution within the scope of a D&O insurance policy, and the Beneficiary must sign all documents and perform all the necessary acts possible to guarantee such rights to Klabin, including signing any documents necessary to enable Klabin to file a lawsuit on behalf of the Beneficiary in order to ensure the indemnity for the accident under the terms of the insurance.

7.4 Exclusions. Klabin shall be immediately released from the obligations contained in this Policy, and shall not indemnify or keep the Beneficiary indemnified, in the following cases:

- i. In the event of active or passive conduct by the Beneficiary that constitutes bad faith, serious fault or through fraud, misuse of purpose, disclosure of strategic and confidential information against the interests of Klabin, or outside the sphere of competence of the position for which they were elected or the function performed;
- ii. In the event of an intentional act or act classified as an intentional crime, by the Beneficiary, in a final, judicial or administrative decision;
- iii. Act of the Beneficiary, actively or passively, in its own interest or that of third parties, to the detriment of the interests of Klabin;
- iv. Act of the Beneficiary outside the exercise of their duties as a manager or employee of the Company, as the case may be;
- v. In the event of a liability lawsuit filed by Klabin against the Beneficiary or any lawsuit filed by Klabin against the employee or representative;
- vi. In Proceedings filed by the Beneficiary against Klabin, unless filed with the purpose of enforcing the terms of this Policy and/or the respective Indemnity Commitment and it is upheld in favor of the Beneficiary by a final court decision or arbitration award that has not been annulled by a subsequent decision, in which case Klabin will only indemnify the Beneficiary after the final decision or arbitration award; and
- vii. Active or passive indiscipline or serious, and reiterated, insubordination, by the Beneficiary, or those that have given rise to the commitment to indemnify;
- viii. Abandonment of the position by the Beneficiary;
- ix. In the event the Beneficiary does not cooperate with the Company in complying with inspections, investigations, requests for information and in the Defenses, as required by the Company or its appointed lawyers;

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- x. In the event the Beneficiary does not provide all documents and information that are in their possession and that are requested by the Company or its appointed lawyers, for the conduct of the Defense or preservation of rights;
- xi. In the event the Beneficiary withdraws from the Defenses presented or has any conduct that could harm their preparation or conduct, as well as the support of the applicable theses, including failure to appear at hearings;
- xii. In the event the Beneficiary does not timely inform the Company and/or its lawyers of any communication received from any authority, promptly forwarding any notification, subpoena, summons, decision, judgment or any other document received; or
- xiii. In the event the Beneficiary does not maintain zeal and care in receiving documents, summons and subpoenas from any authority, which may be sent by post to the Beneficiary's domicile, or, in the event of an investigation or process in progress, fails to maintain authorized persons to receive correspondence on their behalf in the event of their absence (people who must be duly instructed to notify the Company in a timely manner in the event of receipt of any communication provided for in this Policy).

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ANNEX I

**Indemnity Commitment Draft - Klabin S/A**

## Annex 1 - Indemnity Commitment Template

By this private instrument and in the best form of law,

**KLABIN S.A.**, a publicly traded company, headquartered at Av. Brigadeiro Faria Lima, No. 3600, Itaim Bibi, in the city of São Paulo, State of São Paulo, registered with the CNPJ/MF under No. 89.637.490/0001-45, hereinafter referred to as "**KLABIN**", and herein represented in its Bylaws under the terms of the Indemnity Policy for Managers and Beneficiaries; and

[NAME], [nationality], [marital status], [profession], holder of identity card [issuing body] no. [●] / or holder of passport no. [●], registered with the CPF under no. [●], resident and domiciled at [●], in the city of [●], in the State of [●], hereinafter referred to as "**BENEFICIARY**";

**KLABIN** and **BENEFICIARY**, together hereinafter referred to as PARTIES when referred to together, and as a PARTY, when referred to separately, and also

### WHEREAS

- I. The BENEFICIARY was elected to the position of [●] at KLABIN on [●];
- II. On [●] [●], 2022, KLABIN's Board of Directors approved an Indemnity Policy for Managers and Beneficiaries ("**Policy**"), through which it established guidelines, limits and procedures that shall govern the Indemnity Commitments entered into by KLABIN;
- III. The exercise of the functions assigned to the position referred to in item (I) above implies that the BENEFICIARY assumes risks and responsibilities that may result in the imputation of personal obligations or penalties, including in its assets, for acts or omissions practiced as a result of the regular exercise of the office;
- IV. The PARTIES acknowledge that Civil Liability Insurance policies for Directors and Board Members (D&O), in isolation, have proved to be insufficient as a means of providing the necessary security and protection to KLABIN's managers and employees; and
- V. The BENEFICIARY performs an important work at KLABIN and the latter is, therefore, interested in keeping him/her in the exercise of his/her position and providing him/her with the effective conditions to perform his/her duties with serenity



and security necessary for the good performance of his/her duties, as well as provide adequate protection against extraordinary circumstances that may cause him/her harm as a result of the exercise of his/her functions,

The PARTIES RESOLVE to sign this Indemnity Commitment ("**Commitment**"), which shall be governed by the clauses and conditions set forth below.

## **I. PURPOSE**

1.1. KLABIN undertakes to indemnify and keep the BENEFICIARY harmless from costs and expenses that the BENEFICIARY may prove to incur or for amounts related to:

(i) costs and expenses of the BENEFICIARY arising from its Defenses in the Proceedings, including legal fees, costs, procedural expenses, fees or taxes that may be levied, so that the net amount paid by KLABIN in favor of the BENEFICIARY is the amount necessary to bear all amounts demanded from him or spent by him;

(ii) resources and/or assets necessary to offer guarantees that are necessary to enable the BENEFICIARY's Defense;

(iii) amounts and/or guarantees necessary to release, in its entirety, any listing, seizure, pledge, blocking, constriction of assets and/or any personal constraint (including judicial guarantee) that the BENEFICIARY may suffer on account of the Processes; and

(iv) amounts eventually owed by the BENEFICIARY as a result of: (i) final and unappealable conviction in Proceedings; or (ii) agreements, provided that they are duly approved in advance by KLABIN, and, in both cases, including fines and penalties, legal fees, costs, procedural expenses, taxes, fees or levies, including those arising from any delay in the payment of the final conviction, which has become final, in the Proceeding or of the agreement that has been approved.

1.2. For the purposes of this Commitment:

(i) "**Defense**" shall be interpreted as any defenses, contestations, presentation of manifestations and clarifications, appeals, opinions, as well as any and all acts necessary for the BENEFICIARY's defense within the scope of the Proceedings; and

(ii) **“Process”** shall be interpreted as any inquiry, assessment, denunciation, administrative, arbitration or judicial proceeding, in any degree of jurisdiction and/or in any other similar procedure, whether in civil, criminal, tax, labor or any other that involves or may involve condemning the BENEFICIARY to any penalty, fine or restriction as a result of the exercise of their functions at KLABIN or at the entity for which KLABIN has appointed them to perform a certain position or function.

1.2. In addition, KLABIN shall take all necessary measures to keep the BENEFICIARY harmless in the event that the BENEFICIARY is wrongly enrolled in the active debt or has their personal assets blocked due to any Process.

1.3. Within the scope of its obligations established in this Commitment, KLABIN may, at its sole discretion: (i) advance or lend to the Beneficiaries the amounts corresponding to costs and expenses experienced by the Beneficiaries, or that may be experienced, provided that such amounts fall within the scope of sections (i) to (iv) of item 1.1. above; or (ii) make payments, indemnities and disbursements directly to those entitled to be included in sections (i) to (iv) of item 1.1. above, for the benefit of the BENEFICIARY.

## **II. TERM**

2.1. The obligation to indemnify established through this Commitment covers the Processes or consequences of all acts performed by the BENEFICIARY since the beginning of their respective relationship with KLABIN and will remain in force as long as the relationship between the BENEFICIARY and KLABIN is in force, unless terminated in advance by the Board of Directors of KLABIN.

## **III. DISBURSEMENT OF INDEMNIFIABLE EXPENSES**

3.1. KLABIN shall disburse any amount or expense payable under the Policy and this Commitment to the BENEFICIARY or directly to third parties, as the case may be, in order to keep the BENEFICIARY indemnified, within a period of up to 5 (five) business days after receipt of all documents that prove that the cost or expense falls within the terms of the Policy and this Commitment.

3.2. Under the terms of the Policy, the Board of Directors of KLABIN shall decide on the classification of costs and expenses as indemnifiable for the purposes of this Commitment.

3.2.1. Pursuant to CVM Guidance Opinion No. 38, of September 25, 2018, the decisions of the Board of Directors of KLABIN that authorize the expenditure of resources based on this Commitment must consider the reasonableness of the amounts involved, as well as all necessary information available at the time to assess the adequacy of the grant of the indemnity. The members of the Board of Directors must ensure that KLABIN has adopted appropriate procedures to ensure the proper formalization of the decision-making process, including the reasons why it was understood that the BENEFCIARY's act was covered under the terms of this Commitment.

3.2.2. The members of the Board of Directors shall be responsible for assessing, in the specific case, the existence of a conflict of interest and the need to adopt additional procedures to protect the independence of the resolutions on the granting, or not, of the indemnity, as well as guaranteeing that they are taken in the interest of KLABIN.

3.3. At the discretion of the Board of Directors of KLABIN, indemnifiable costs or expenses may be considered those related to ongoing Processes, even if they have started before the execution of this Commitment, as well as Processes that start after the termination of the relationship between the BENEFCIARY and KLABIN, subject to the other terms and conditions established in the Policy and in this Commitment.

3.4. If the Board of Directors of KLABIN decides to advance expenses before making a final decision in any Process, the BENEFCIARY must return the amounts advanced in cases in which, after such decision, it is proven that the act performed by the BENEFCIARY is not liable for compensation under the terms of this Commitment, Policy or applicable regulation.

3.5. Disbursements must be made in the currency in force in Brazil. In the event that a judgment is rendered, an agreement is entered into or, in any other way, the BENEFCIARY incurs expenses payable in foreign currency, the amount of the indemnity will be converted into Brazilian currency at the exchange rate for the purchase of Brazilian currency disclosed by the Central Bank of Brazil on the business day immediately preceding the payment date.

#### **IV. SUBROGATION**

4.1. In the event that KLABIN makes any disbursement within the scope of this Commitment, whether made directly to the BENEFICIARY or to third parties, KLABIN will be immediately subrogated to any and all reimbursement / indemnity that the BENEFICIARY could be entitled to, including as a result of any Civil Liability Insurance Policy of Officers and Board Members - D&O hired by KLABIN.

4.2. The BENEFICIARY undertakes to sign all documents and perform all necessary acts possible to guarantee such rights to KLABIN, including signing any documents necessary to enable KLABIN to file a lawsuit on behalf of the BENEFICIARY to ensure compensation for the claim under the insurance and be reimbursed / indemnified by third parties for the subrogated rights.

#### **V. DEFENSE PROCEDURE**

5.1. Whenever the BENEFICIARY becomes aware of any act, fact or omission that may generate a cost or expense subject to indemnification, the BENEFICIARY shall, within two (2) days from the date on which they became aware of such act, fact or omission, send KLABIN a detailed description, accompanied by any and all communications received from any administrative, judicial or arbitral body, authority or court having jurisdiction over KLABIN.

5.2. If the BENEFICIARY does not comply with the provisions of the previous item, KLABIN's obligation to indemnify and keep the BENEFICIARY indemnified in relation to such act, fact or omission will only exist to the extent that such non-compliance, demonstrably, does not cause damage or increase the risk or the amount of any disbursement.

5.3. KLABIN will have the prerogative to conduct the Defense and, at its sole discretion, define the lawyers and/or offices with well-known knowledge in the subject matter to sponsor the Defense on behalf of the BENEFICIARY.

#### **VI. EXCLUSIONS OF THE OBLIGATION TO INDEMNIFY**

**6.1.** KLABIN shall be immediately released from the obligations contained in this Commitment, and shall not indemnify or keep the BENEFICIARY indemnified, in the following cases:

- i. In the event of active or passive conduct by the BENEFICIARY that constitutes bad faith, serious fault or through fraud, misuse of purpose, disclosure of strategic and confidential information against the interests of KLABIN, or outside the sphere of competence of the position for which they were elected or the function performed;
- ii. In the event of an intentional act or act classified as an intentional crime, by the BENEFICIARY, in a final, judicial or administrative decision;
- iii. Act of the BENEFICIARY, actively or passively, in its own interest or that of third parties, to the detriment of the interests of KLABIN;
- iv. Act of the BENEFICIARY outside the exercise of their duties as an administrator or employee of KLABIN, as the case may be;
- v. In the event of a liability lawsuit filed by KLABIN against the BENEFICIARY or any lawsuit filed by KLABIN against the employee or representative;
- vi. In Proceedings filed by the BENEFICIARY against KLABIN, unless filed with the purpose of enforcing the terms of this Commitment and it is upheld in favor of the BENEFICIARY by a final court decision or arbitration award that has not been annulled by a subsequent decision, in which case KLABIN will only indemnify the BENEFICIARY after the final decision or arbitration award;
- vii. Active or passive indiscipline or serious insubordination, by the BENEFICIARY, or those that have given rise to the commitment to indemnify;
- viii. Abandonment of the position by the BENEFICIARY;
- ix. In the event the BENEFICIARY does not cooperate with KLABIN in complying with inspections, investigations, requests for information and in the Defenses, as required by KLABIN or its appointed lawyers;
- x. In the event the BENEFICIARY does not provide all documents and information that are in their possession and that are requested by KLABIN or its appointed lawyers, for the conduct of the Defense or preservation of rights;
- xi. In the event the BENEFICIARY withdraws from the Defenses presented or has any conduct that could harm their preparation or conduct, as well as the support of the applicable theses, including failure to appear at hearings;

xii. In the event the BENEFICIARY does not timely inform KLABIN and/or its lawyers of any communication received from any authority, promptly forwarding any notification, subpoena, summons, decision, judgment or any other document received;

xiii. In the event the BENEFICIARY does not maintain zeal and care in receiving documents, summons and subpoenas from any authority, which may be sent by post to the BENEFICIARY's domicile, or, in the event of an investigation or process in progress, fails to maintain authorized persons to receive correspondence on their behalf in the event of their absence (people who must be duly instructed to notify KLABIN in a timely manner in the event of receipt of any communication provided for in the Policy and/or in this Commitment); or

xiv. In the event the BENEFICIARY enters into or adheres to any agreement that has not been approved by the Board of Directors of KLABIN.

## **VII. WAIVER OF RIGHTS**

7.1. Any failures or delays in the exercise of any right under this Commitment will not be characterized as novation or waiver thereof.

7.2. Any waiver by the BENEFICIARY or KLABIN, as the case may be, of any right set forth herein, will not correspond to the waiver of other rights, powers or privileges established in this Commitment.

7.3. The partial exercise of any right, power or privilege provided for herein shall not prevent the future exercise thereof or the exercise of any other right, power or privilege under the Commitment.

## **VIII. INTERPRETATION, VALIDITY AND EFFECTIVENESS**

8.1. This Commitment must be read and interpreted in conjunction with the Policy, which the BENEFICIARY declares to know and whose copy is an integral and inseparable part of this Commitment, so that all provisions of the Policy, including, but not limited to, those relating to excluding of indemnification and procedures, are fully applicable to this Commitment.

8.2. Any declaration of nullity or ineffectiveness of any of the clauses contained in this Commitment shall not affect the validity and effectiveness of the others, which will

remain fully valid and enforceable, and the PARTIES are required to make their best efforts to validly agree to obtain the same effects as the agreement that has been canceled or declared ineffective.

8.3. This Commitment, together with the Policy, represents the consensus of the PARTIES regarding the matter contained herein and suppresses all previous agreements, promises, conventions, arrangements, communications, declarations or guarantees, both oral and written, maintained between the PARTIES.

## **IX NOTIFICATIONS**

9.1 All warnings, notifications, communications and any documents to be transmitted under this Commitment must be in writing and delivered in person, by letter or email, with confirmation of receipt:

To KLABIN: [name] Email: [●]

To the BENEFICIARY: [name] Email: [●]

9.2. The change of any contact information indicated above must be promptly communicated to the other PARTY, as provided herein; if such communication fails to be made, any notice or communication delivered as indicated in item 9.1 above will be deemed to have been regularly made and received.

## **X. SECRECY**

10.1. The PARTIES undertake not to disclose to third parties any data or information related to this Commitment, except to meet legal or regulatory requirements, or when required by a court or governmental authority with jurisdiction to do so.

10.2. The BENEFICIARY also undertakes not to disclose to the press or to the market or to the general public any data or information relating to any Process, without the prior written consent of KLABIN about the content to be disclosed.

## **XI. BINDING EFFECT**

11.1. This instrument requires the PARTIES, their respective heirs and successors, at any time or title.

## **XII. EXECUTIVE TITLE**

12.1. The Parties acknowledge, from now on, that this Commitment constitutes an extrajudicial enforceable instrument for all legal purposes.

## **XIII. ARBITRATION AWARD**

13.1. If a dispute is not resolved amicably by the PARTIES, any of the PARTIES may submit said dispute to arbitration, in order to have it resolved in accordance with Law No. 9.307/96 and the Regulation ("**Regulation**") of the Brazil Canada Chamber of Commerce - CCBC ("**Arbitration Chamber**"), in a procedure to be administered by this Arbitration Chamber ("**Arbitration**").

13.2. If the PARTIES refuse to submit to Arbitration, the Arbitration will proceed in the manner established in the Rules.

13.3. The place of Arbitration will be the City of São Paulo, State of São Paulo, where the arbitration award will be rendered. The official language of the Arbitration will be Portuguese.

13.4. The Arbitration will be governed by the laws of the Federative Republic of Brazil and will be an Arbitration of law, being forbidden to the arbitrators to decide by equity.

13.5. The arbitration will be subject to the same statute of limitations that would apply to the applicable legal action.

13.6. The arbitration award will be composed of 3 (three) arbitrators, each of the PARTIES having to choose an arbitrator in accordance with the Regulation. The arbitrators appointed by the PARTIES shall jointly and by mutual agreement choose the third arbitrator, who shall preside over the arbitral tribunal. If the PARTIES do not appoint the arbitrators, they will be appointed in accordance with the Regulation.

13.7. The arbitration award shall determine the extent to which the losing PARTY shall bear the expenses incurred by the winning PARTY, including legal fees, costs with referees and specialists.

13.8. At the end of the procedure, the fees of the arbitrators and expenses common to the PARTIES and related to the procedure, such as fees due to the Arbitration Chamber, stenotype, rent of rooms for hearings, expert fees, among others of the same nature, will be borne by the PARTY loser or will be born proportionately in the event of reciprocal defeat.



13.9. The arbitration award will be final and definitive. The PARTIES undertake an irrevocable commitment to comply with all terms of the decisions rendered in the scope of Arbitration and, mainly, of the arbitration award.

13.10. The arbitration award must be complied with within 15 (fifteen) business days from its receipt, or within another period defined in the award itself, under penalty of a compensatory fine of 1% (one percent) of the value of the conviction, per day of delay, without prejudice to the determinations and penalties contained in the arbitration award.

13.11. Without prejudice to the validity of this clause, the PARTIES reserve the right to appeal to the Judiciary in order to: (i) perform any obligations arising from this Commitment, provided that the requirements demanded by procedural law are met; (ii) until the arbitral tribunal has been constituted, obtain an injunction, when the granting of said remedy is essential to guarantee the PARTY the exercise of the rights agreed in the Commitment; (iii) execute any decision of the arbitral tribunal, including, but not exclusively, the arbitral award, and (iv) Claim the nullity of the arbitral award, as provided by law.

13.12. In the cases provided for in the item above, the forum of the Central District of São Paulo, in the State of São Paulo, will be competent to hear any judicial proceeding.

13.13. Pending the final result of an Arbitration, the Parties shall continue to fulfill their respective obligations under this Commitment, unless otherwise decided by the arbitral tribunal or the Judiciary, pursuant to item 13.11 above.

13.14. The PARTIES agree to treat the Arbitration, information and related documents as confidential information under the terms of Clause X of this Commitment, except to the extent necessary for the exercise of their rights.

In witness whereof, the PARTIES undertake themselves and their successors, irrevocably and irreversibly, to sign this Commitment in 2 (two) copies of equal content and form in the presence of the 2 (two) undersigned witnesses.

São Paulo, [●] [●], [●].

**KLABIN S.A.**

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**BENEFICIARY**

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**Witnesses:**

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Name:

Name:

CPF (TAXPAYER REGISTRATION NUMBER):

CPF (TAXPAYER REGISTRATION NUMBER):