

GENERAL SUPPLY TERMS AND CONDITIONS

On the one side, **VIA VAREJO S.A.**, headquartered at Samuel Klein, 83, Centro, CEP 09510-125, in the city of São Caetano do Sul, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/MF) under number 33.041.260/0652-90 ("**VIA VAREJO**"); **VVLOG LOGÍSTICA LTDA.**, a limited liability company, headquartered at Rodovia Anhanguera, S/N, km 52-350m, Vila Militar, CEP 13203-850, in the city of Jundiaí, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/MF) under number 04.221.023/0001-87 ("**VVLOG**"); **CNOVA COMÉRCIO ELETRÔNICOS.A.**, a corporation, headquartered at Rua Samuel Klein, 83, Mezanino, Sala 02, Centro, CEP 09510-125, in the city of São Caetano do Sul, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/MF) under number 07.170.938/0001-07 ("**CNOVA**"); and **INDÚSTRIA DE MÓVEIS BARTIRA LTDA.**, a limited liability company, headquartered at Avenida dos Estados, nº 2060, Fundação, CEP 09520-150, in the city of São Caetano do Sul, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/MF) under number 59.105.825/0001-13 ("**BARTIRA**"), all of which herein represented by their duly authorized representative, Orivaldo Padilha, Brazilian, married, business administrator, holder of identity document (RG) number 13.984.996 SSP/SP, inscribed in the register of individual taxpayers (CPF/MF) under number 043.844.518-06, and Roberto Fulcherberguer, Brazilian, married, business administrator, holder of identity document (RG) number 20.344.985-X SSP/SP, inscribed in the register of individual taxpayers (CPF/MF) under number 123.955.588-18, both with business address at Rua Samuel Klein, 83, Centro, CEP 09510-125, in the city of São Caetano do Sul, in the state of São Paulo; and **FUNDAÇÃO VIA VAREJO**, a private legal entity, headquartered at Avenida Embaixador Macedo Soares, 9175 - parte, Lapa, CEP 05035-000, in the city of São Paulo, in the state of São Paulo, duly inscribed in the register of individual taxpayers (CPF/MF) under number 34.029.082/0001-19 ("**FUNDAÇÃO VV**"), herein represented by its duly authorized representative, Hélio Muniz Garcia, Brazilian, married, tradesman, holder of identity document (RG) number 6405065-98, inscribed in the register of individual taxpayers (CPF/MF) under number 874.408.217-91, with business address at Rua Samuel Klein, 83, Centro, CEP 09510-125, in the city of São Caetano do Sul, in the state of São Paulo.

On the other side, the **SUPPLIER**, as identified in the respective **Purchase Order**.

VIA VAREJO, VVLOG, BARTIRA, CNOVA and FUNDAÇÃO VV are jointly referred to as **BUYER**. The **BUYER** and the **SUPPLIER**, jointly referred to as "Parties" and individually and indistinctively referred to as "Party", enter into these General Supply Terms and Conditions ("Agreement"), which they mutually accept, grant and bind themselves to fully comply with in accordance with the terms and conditions set forth below.

1. SCOPE OF THE AGREEMENT

1.1. The terms of this Agreement will apply upon the execution of a Purchase Order for the supply of products, equipment or materials ("Materials"), which will be issued by the BUYER, as follows:

a) *For the supply of Materials on the platform:* on the tool for managing quotes, contracting services and purchasing equipment used by it ("Platform") with electronic issue and acceptance;

b) *For the supply of Materials outside the platform:* an agreement to comply with this Agreement, which should be signed (physically or electronically) by the Parties.

1.2. The Purchase Order must contain at least the following agreement-specific information: (i) full identification of the Parties; (ii) description of the Materials purchased; (iii) amount of the Materials purchased; (iv) deadlines, responsibility and delivery conditions; (v) Price and payment conditions; (vi) negotiations and commercial discounts granted; and (vii) agreement-specific conditions, when applicable.

1.3. The BUYER will recommend to the SUPPLIER the Platform used for the issue of the Purchase Order and will provide the SUPPLIER with all the necessary information and instructions so that the SUPPLIER can register and participate in the negotiation and quoting processes, as well as receive Purchase Orders from the BUYER, provided that it meets all the requirements of the BUYER for registration and participation in bids for the supply of Materials.

1.3.1. The SUPPLIER undertakes to follow all the instructions provided by the BUYER for registration, access and use of any and all Platforms, as well as undertakes to adopt all information security and confidentiality practices in such access.

1.3.2. The SUPPLIER undertakes not to share its login and password, which are personal and non-transferable, with any third party. Access shall be granted only to the user in charge, who will have the necessary power to access, accept and bind the SUPPLIER to fulfill the Purchase Orders placed through the Platform.

1.4. As established in the previous clause, the contractual relationship between the Parties will be governed, jointly, by this instrument and the Purchase Order, formalized according to any of the two ways set forth in Clause 1.1.

1.5. The conditions agreed herein may be subject to changes due to special negotiations, which shall only be accepted when they are the subject matter of a Purchase Order and/or an amendment duly signed by the Parties.

1.6. In the event of contradiction between the terms of the Agreement and the terms of the Purchase Order, the terms of this Agreement shall prevail, except for the conditions set out in items 'i' to 'vii' of Clause 1.2, which shall determine the supply that is the subject matter of this Agreement, as well as the specific conditions set forth in the Purchase Order that expressly substitute the conditions in this Agreement.

2. PURPOSE

2.1. The purpose of this Agreement is the supply, on a non-exclusive basis, of Materials to be used in the BUYER's infrastructure and internal use according to the conditions and specifications contained in the Purchase Order.

2.2. The obligation to supply Materials will arise from and be formalized through the issue by the BUYER of

Purchase Orders, which shall contain the information set out in Clause 1.2 and may be issued by any of the companies identified as BUYER in this Agreement, individually or not.

3. PRICES AND PAYMENT

3.1. For the supply of the Materials requested through Purchase Orders, the BUYER shall pay the SUPPLIER the prices set out in the Purchase Orders after delivery of the Materials under the terms of the Agreement and upon submission of an invoice and other documents that may be requested by the BUYER, including proof of compliance with obligations, among others.

3.2. The invoice must be issued no later than the 15th of the month in which the Material was supplied. The payments will be made by the BUYER to the SUPPLIER on the 5th of the second month after the month of receipt of the invoice, through a deposit in a current account in the name of the SUPPLIER to be informed at the time of registration on the Platform. The deposit or transfer receipt is valid as receipt and proof of payment.

3.3. If the BUYER finds any discrepancy in the invoices and/or documents presented by the SUPPLIER, as referred to in Clause 3.1, related to its internal controls, the documents and the invoice will be returned to the SUPPLIER so it can make the necessary corrections and issue a new invoice to replace the previous one. In this case, the agreed upon deadline for payment will be extended to the subsequent month.

3.4. The price already includes all charges, taxes, fees and contributions levied on the supply that is the subject matter of this Agreement. Any extraordinary expenses incurred by the SUPPLIER may be reimbursed upon prior express written approval of the BUYER, always limited to the rules and conditions set forth in the BUYER's reimbursement policies.

3.5. The SUPPLIER expressly authorizes the BUYER to deduct from the amounts due the withholding and/or payment of all taxes and contributions levied, pursuant to current legislation.

3.6. The SUPPLIER may not issue duplicate invoices and/or send to collections with automatic protest instructions amounts receivable from the BUYER and/or trade credit rights and amounts receivable arising from this Agreement with third parties, including, but not limited to, financial institutions, or use them as guarantee or security.

3.7. No payment will exempt the SUPPLIER from its responsibilities and/or obligations nor will it imply full or partial approval of the supply and installation of the Materials.

3.8. The Parties agree that the BUYER, at its discretion, may withhold payments to the SUPPLIER if there are outstanding contractual obligations. The BUYER shall only resume such payments, without any additions (fine, interest and monetary correction, among others), after the proper fulfillment of the outstanding obligations. Similarly, any existing debits and credits between the Parties may be offset, under the terms of current legislation.

3.8.1. The BUYER will inform the SUPPLIER of the withholding of payments and will establish a deadline for the fulfillment of the obligations.

3.8.2. During the period when the payments are withheld, the SUPPLIER shall not under any circumstances suspend the performance of this Agreement or protest any collection document corresponding to the withheld payment, under penalty of being liable for the losses and damages it may cause.

4. OBLIGATIONS OF THE PARTIES

4.1. Without prejudice to the other legal and contractual obligations assumed, the SUPPLIER undertakes:

- a) To provide all the Materials under this Agreement and, when applicable, also install them at the location indicated by the BUYER, through employees or contractors who must be properly uniformed and identified by a badge;
- b) To deliver the Materials in the quantity and according to the specifications requested. The BUYER will verify if the Materials meet the quality rules and standards inherent in the classification of the Materials;
- c) To supply the Materials, being and fully and exclusively responsible for compliance with all applicable legislation;
- d) To correct and/or replace, at its expense, in whole or in part, within the deadline established by the BUYER, any damaged, faulty defective and/or incomplete Materials that do not comply with the legislation or the Purchase Order, etc.;
- e) To send an electronic invoice to the BUYER's systems before the Materials are delivered to the places indicated by the BUYER;
- f) In case of return of the Materials, such return shall be made through the issue of a Return Invoice, payable in twenty-eight (28) days as of the issue and informed to the SUPPLIER through Maturity/Credit Notices;
- g) Not to use, under any title whatsoever, the corporate name of the BUYER or its logo, unless expressly authorized in writing by the BUYER;
- h) To respect the rights of third parties, such as intellectual property rights, trade and industrial secrets, right to image, right to honor and right to privacy, among others. The SUPPLIER is solely responsible for any violation of such rights;
- i) To comply with the legal provisions and regulations related to the payment of its employees and/or contractors, directly or indirectly, including responsibilities related to obligations of any nature, undertaking to compensate the BUYER for any losses caused by non-compliance with this Clause, including any resulting legal costs and expenses.

- j) To pay for all taxes (taxes, fees and contributions) and payroll, social security and insurance charges owed due to the exercise of its activity, arising from the relationship with its employees, agents, representatives or contractors and in connection with this Agreement;
- k) To be civilly and criminally liable for the acts performed by its professionals (employees, agents, representatives or contractors/subcontractors) in the execution of this Agreement, being fully liable for any and all damage caused to the BUYER or third parties;
- l) To supply Materials pursuant to current legislation and applicable technical standards;
- m) To comply with the orders of the Ministry of Labor currently in effect;
- n) To provide the BUYER with all pertinent documents, such as Approval Certificate (*Certificado de Aprovação* - CA) and Manufacturer Registration Certificate (*Certificado de Registro do Fabricante* - CRF), as well as any other documents that may be required for the supply of Materials;
- o) To transport Materials to the places indicated by the BUYER at its own expense and risk, from the origin of the shipment to the final destination, exempting the BUYER from any burden, fines, infractions, wrongful acts and/or charges resulting therefrom and assuming responsibility for any damage caused intentionally or unintentionally to the BUYER and/or third parties, including, but not limited to, accidents caused by its vehicles and equipment inside and outside the BUYER's premises;
- p) To issue the tax documents required by the legislation to accompany Materials in road transport, pursuant to current legislation; and
- q) Whenever requested by the BUYER, to present all the necessary certificates and documents to prove the correct and due collection of the federal, state and municipal taxes and charges levied on this Agreement.

4.2. In addition to the other obligations assumed in this Agreement, the BUYER undertakes:

- a) To make payments to the SUPPLIER, as set forth in this Agreement and the Purchase Order; and
- b) To provide all the necessary information for the correct issue and performance of the Purchase Order by the SUPPLIER.

5. PENALTIES

5.1. If the SUPPLIER fails to meet the delivery time set out in the Purchase Order, it will incur a contractual fine equivalent to five percent (5%) of the total amount of the purchase.

5.2. The BUYER will send the PROVIDER a written notice by email on the date of the event, informing the latter about the imposition of a fine, which may be contested within ten (10) days from the date of receipt of

the notice by the SUPPLIER, with the following specifications: number and date of the Purchase Order, expected delivery date, actual delivery date, Material, amount of the Purchase Order and amount of the fine.

5.3. Except in the cases of non-compliance that have specific penalties set forth herein, in case of non-compliance with any clause of this Agreement, a fine corresponding to ten percent (10%) of the amount of the SUPPLIER's last Purchase Order will be imposed, without prejudice to any claims for damages and the aggrieved Party's right to consider this Agreement terminated.

5.4. The SUPPLIER authorizes the BUYER to discount any fines that may be imposed from the payment due to the former immediately after the violation that has caused them.

6. RESPONSIBILITIES OF THE PARTIES AND COMPENSATION

6.1. Each Party shall be liable for losses and/or damage of any nature caused to the other Party, in the administrative or judicial sphere, as a result of any non-compliance with the obligations arising from this Agreement or the violation of the applicable rules and legislations, inspections by Government Agencies or any third-party claims.

6.2. The Parties agree that any amounts spent by a Party that, under the terms of this Clause, is wrongfully sued ("Indemnatee"), in cases where the other Party ("Indemnitor") is liable, the Indemnitor shall fully indemnify the Indemnatee for any and all amounts spent by the Indemnatee in connection with any dispute, claim or court and out-of-court proceedings that may arise (including, but not limited to awards, fines, penalties, court costs and expenses, loss of suit fees, attorney's fees, etc.). Any amount will be fully refunded within 10 (ten) days from receipt, by the Indemnitor, of a notice sent by the Indemnatee by email stating the due amount and information on the respective claim.

6.3. If the SUPPLIER still supplies the BUYER when the refund obligation arises, the BUYER is authorized to withhold from the payments due to the SUPPLIER an amount corresponding to the amount spent by the BUYER pursuant to Clause 6.

6.4. This Agreement does not establish any employment relationship with professionals and agents employed directly or indirectly by each Party, and the employing Party will bear all personnel expenses connected with the labor, social security of any other laws in effect. In this sense, the Parties undertake to assume responsibility for all labor or social security claims connected with the subject matter of this Agreement filed in court or out of court against an innocent party by their employees, contractors, unions or third parties.

7. EFFECTIVENESS AND TERMINATION

7.1.1. The Agreement will be in force for an indefinite term and may be terminated by either Party at any time upon written notice to the other Party, giving at least thirty days' notice, without any type of penalties and/or indemnification.

7.1.1. In the cases set forth in this Clause, the Parties will be responsible for fulfilling the obligations arising

from the Purchase Orders accepted and delivered by the SUPPLIER until the date of termination of this Agreement.

7.2. The cancellation of one or more Purchase Orders by the BUYER does not imply termination of the Agreement, and the termination of the Agreement may imply the cancellation of Purchase Orders made, to be jointly agreed upon by the Parties.

7.3. The Agreement may be terminated for cause, without the need for prior notice, by simple written notice, in the following cases:

a) Non-compliance or irregular compliance with any of its clauses or conditions that is not remedied after receipt of specific notice to this effect, in which case the breaching party is liable, civilly and criminally, for damage and losses caused to the other party, in addition to the penalties agreed upon in this Agreement;

b) Filing for court-supervised or out-of-court reorganization, adjudication of bankruptcy, conversion from court-supervised reorganization to bankruptcy;

c) Non-compliance with the representations and warranties set forth in Clause 11 - REPRESENTATIONS AND WARRANTIES; and

d) Other cases set forth in current legislation.

7.4. In case of termination of the Agreement, the following rights will be safeguarded: (a) the SUPPLIER's right to receive the amounts referring to PRODUCTS ordered via Purchase Orders until the effective Agreement termination date, delivered by the SUPPLIER and accepted by the BUYER; and (b) the BUYER's right to receive the reimbursements provided for in this Agreement, if any.

8. CONFIDENTIALITY

8.1. The SUPPLIER obligates itself and its partners, employees, agents, representatives or contractors/subcontractors not to disclose under any circumstances any information, data, technical or not, organization methods, business standards or any other documents, data and information of the BUYER, its subsidiaries, parent companies or affiliates that come to their knowledge during the performance of their duties, under penalty of being fully liable for any damage and losses they may cause.

8.2. Upon termination of the Agreement, whether due to expiration or any form of termination, within thirty (30) days from the expiration and/or termination, the SUPPLIER must return any and all physical or electronic documents in its possession to the BUYER and must not keep any copies thereof.

8.3. If the SUPPLIER is instructed by a government agency or court order to disclose any information or document of the BUYER, it must immediately notify the BUYER of such request or decision so that the BUYER can take appropriate action. If this is not possible, the SUPPLIER must provide only the minimum necessary information to comply with the request or decision.

8.4. The SUPPLIER warrants that it has a proper data protection program, compatible with all applicable laws and the needs of the BUYER, including, but not limited to, the adoption of appropriate administrative, technical and physical safeguards to protect the data against: (i) reasonably anticipated threats or risks to data privacy, security, integrity and/or confidentiality; (ii) accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access to the data (including, but not limited to, when processing involves the transfer of data over a network);(iii) all other unlawful forms of data processing; and (iv) security or privacy incidents.

8.5. When saving, storing and processing personal data provided by the BUYER, the SUPPLIER must observe the guidelines on security standards set forth in Decree 8,771/2016 and in all legislation that deals with data protection, including, but not limited to, Law 13,709/18, as well as the provisions of the following clauses.

8.5.1. In case of an incident of leakage of personal and/or confidential data, the SUPPLIER must send a written communication to the BUYER within twenty-four (24) hours of becoming aware of the leakage and confirm it was received. Such communication must contain at least the following information: (i) date and time of the incident; (ii) date and time when the SUPPLIER became aware of the incident; (iii) list of the type of data affected by the incident; (iv) list of the data subjects affected by the leakage; and (v) indication of measures being taken to repair the damage and prevent new incidents.

8.5.2. In case it is necessary to hire an independent company specialized in technical examination to investigate the personal data leakage incident, all costs will be fully borne by the SUPPLIER.

8.5.3. The SUPPLIER shall allow, collaborate with and support the execution of technical audits commissioned by the BUYER, with a defined scope covering the inspection of information security standards, compliance with current legislation and identification of possible vulnerabilities in the systems ("Audit"), providing all the necessary access for the execution of such work.

8.5.4. The SUPPLIER will be granted access to all the results of any Audit in order to enable it to design an action plan and mitigate risks ("Action Plan").

8.5.5. The Action Plan will be submitted to the BUYER within fifteen (15) days of receipt of the preliminary Audit report by the SUPPLIER. The Action Plan should include concrete actions proposed by the SUPPLIER, with start and end date, as well as other information that the SUPPLIER deems necessary to justify the actions as adequate to address the identified risks.

8.5.6. It is incumbent on the BUYER to evaluate and judge the adequacy of the Action Plan proposed to address the possible risks described in the Audit report, providing the SUPPLIER with a statement expressing its opinion on the Action Plan within fifteen (15) business days.

8.6. Upon termination of the Agreement, the SUPPLIER undertakes to dispose of confidential information and personal data in a secure way, if applicable.

8.7. The confidentiality obligations set forth herein shall survive the termination of this Agreement for an indefinite period.

9. AUDIT

9.1. The BUYER may perform an audit or hire a company to perform an audit of the SUPPLIER or its contractors to verify compliance with the obligations related to the subject matter of this Agreement, as well as applicable legislation, upon prior written notice.

9.1.1. The SUPPLIER authorizes the BUYER to inspect its facilities and the facilities of its subcontractors, as well as to take inventory of Materials acquired by the BUYER and stored at the SUPPLIER for technical assistance or other reasons. The SUPPLIER must respond, whenever requested, to the circular letters sent by the BUYER, within the stipulated period.

9.1.2. Whenever requested by the BUYER, the SUPPLIER must also conduct quality assurance testing of the Materials at its expense.

9.1.3. The inspection agreed upon in Clause 9.1.1. may take place at the addresses of the SUPPLIER's factories and at the addresses where subcontractors are based. The SUPPLIER must deliver to the BUYER, within forty-eight (48) hours from the receipt of the request, a list of all the addresses where production, assembly, processing and/or manufacturing of the Materials takes place, either in-house or outsourced.

10. PRODUCT LEGALITY, AUTHORIZATIONS AND NON-VIOLATION OF THE LAW

10.1. Under no circumstances, may the Materials supplied by the SUPPLIER contain materials whose use is prohibited by the laws in effect in the country.

10.2. If applicable, the SUPPLIER undertakes to maintain tracking, licenses and certification of all timber or wood byproducts used in the production of furniture, when the product supplied is furniture, providing the BUYER with all the requested documents, when necessary, for strict compliance with IBAMA Normative Instruction 06/2013 and any other that may complement or replace it.

10.3. The SUPPLIER, if applicable, is obliged to obtain and, if requested, present to the BUYER the mandatory licenses for transportation and storage of native wood (Forest Origin Document - *Documento de Origem Florestal* - DOF or Forest Forms - *Guias Florestais*) established by the competent authority (IBAMA - Normative Instruction 112/2006) as proof of legal origin and a statement indicating the volume and final destination of the raw materials used in the production of furniture, when the product is furniture.

10.4. The SUPPLIER declares that the products it supplies do not violate the rights of third parties whether in terms of trademarks, patents or copyrights or in terms of any other right protected by law, in relation to both their content and their name or packaging.

11. CODE OF CONDUCT, ANTI-CORRUPTION PRACTICES AND OTHER REPRESENTATIONS

11.1. The SUPPLIER declares to know and undertakes to observe and ensure that its employees respect Via Varejo's Code of Ethical Conduct, for its part, and Via Varejo's Anti-corruption Policy in its entirety, both of which are available at <http://ri.viavarejo.com.br>.

11.2. The SUPPLIER undertakes to disseminate the terms of the BUYER's Code of Conduct to all its employees and subcontractors designated by the SUPPLIER to fulfill the purpose of this Agreement, and the SUPPLIER is liable for any non-compliance with such rules by its employees or subcontractors.

11.3. In case of non-compliance with any provision of the BUYER's Code of Conduct, the Parties undertake to start an inquiry to investigate the facts, and the BUYER is hereby authorized to follow said inquiry.

11.4. The SUPPLIER undertakes not to use any person, employee or contractor who has a conflict of interest with the Group to perform this Agreement, especially any person who: (i) has already provided services to the Group, as an employee or contractor; (ii) is related (father, mother, spouse, partner, sibling, uncle, cousin, child, etc.) to any employee of the Group; and/or (iii) has a partnership, in companies or organizations of any nature, with any employee of the Group, unless expressly authorized in writing by the BUYER.

11.5. The SUPPLIER warrants that neither it nor any of its partners, management or employees is an entity related to the BUYER or companies in its economic group under the terms of CVM Resolution 642/2010; therefore, the SUPPLIER warrants that its management, partners and employees, including their relatives up to the third degree (i) do not hold an equity interest above five percent (5%) in any company of the Group; (ii) do not hold a position that may influence this Agreement in a company of the Group; and/or (iii) do not have a relationship of economic dependence or subordination of any nature with any company of the Group; and (iv) do not have any knowledge of any situation, condition or event involving any member of management or partner - with an equity interest above five percent (5%) - of a company of the Group that enables the SUPPLIER to obtain business advantage in any potential or actual transaction or business relationship with any company of the Group.

11.6. For the purposes of the above clauses, "Group" means all the companies that make up the BUYER's economic group:

- (i) Via Varejo S.A. - Corporate Taxpayer's ID (CNPJ/MF): 33.041.260/0652- 90;
 - (ii) Cnova Comércio Eletrônico S.A. - Corporate Taxpayer's ID (CNPJ/MF): 07.170.938/0001-07;
 - (iii) VVLog Logística Ltda. - Corporate Taxpayer's ID (CNPJ/MF): 04.221.023/0001- 87;
 - (iv) Indústria de Móveis Bartira Ltda. Corporate Taxpayer's ID (CNPJ/MF): 59.105.825/0001-13;
 - (v) Globex Administração e Serviços Ltda. - Corporate Taxpayer's ID (CNPJ/MF): 42.569.335/0001--75;
 - (vi) Globex Administradora de Consórcios Ltda. - Corporate Taxpayer's ID (CNPJ/MF): 28.672.400/0001- 62;
- and
- (vii) Lake Niassa Empreendimentos e Participações Ltda. - Corporate Taxpayer's ID (CNPJ/MF): 10.641.453/0001- 50

11.7. The SUPPLIER declares and guarantees to the BUYER that:

- a) It carries out its activity in full compliance with current legislation and has all the necessary approvals, licenses, permits, permissions and/or authorizations;
- b) It takes the necessary measures to preserve the environment, carrying out its activities in a sustainable way and in compliance with all applicable federal, state or municipal environmental standards;
- c) It strictly complies with the Child and Adolescent Statute (Law 8,069/90) and other legal and/or regulatory standards in effect; it does not employ child labor or workers under the age of 18, including minor apprentices, in places detrimental to their education and their physical, psychological, moral and social development, or in dangerous or unhealthy places and/or services, and/or at times that do not allow school attendance, or at night (between 10 p.m. and 5 a.m.); and it does not have commercial agreements or agreements of any kind with companies that use, exploit or employ child labor or labor under the age of 18 without observing the legal dictates;
- d) It does not and will not exploit any form of degrading or forced labor, respecting the Universal Declaration of Human Rights, as well as Conventions 29 and 105 of the International Labour Organization - ILO, the ILO Declaration on Fundamental Principles and Rights at Work and the American Convention on Human Rights;
- e) It does not employ discriminatory practices or practices that limit access to or maintenance of employment relationships based on sex, origin, race, color, physical condition, religion, marital status, family situation or any other condition;
- f) Its work environment does not endanger the physical integrity or health of employees, and it constantly implements actions to reduce accidents and improve the working conditions of its employees. In the workplace, employees have access to drinking water, sufficient clean toilets, adequate ventilation, emergency exits, proper lighting and safety conditions;
- g) It adopts all measures and procedures necessary for full compliance with the provisions of the Brazilian General Data Protection Act (Law 13,709/18); and
- h) It does not hire any third parties who do not carry out their activities in compliance with the aforementioned precepts.

11.8. The SERVICE PROVIDER obligates itself and its affiliates, as well as their respective owners, shareholders, employees or subcontractors, to comply and ensure compliance with the Anti-corruption Law (Law 12,846/13) and other related regulations, with the duty (i) to adopt the best practices in integrity and internal controls, with the aim to prevent corruption, fraud, wrongful acts or money laundering; (ii) to refrain from committing corrupt acts and acting in a manner detrimental to the government, in the interest or for the benefit, exclusive or not, of the BUYER, in particular, not to give, offer or promise, directly or indirectly, anything of value or advantage to a public agent or a person related to a public agent in order to obtain undue advantage, influence acts or decisions or steer business in an unlawful manner; and (iii) if it becomes aware of any act of fact that violates the mentioned regulations, to immediately report such fact to BUYER via email at ouvidoria@viavarejo.com.br and compliance@viavarejo.com.br, so that the appropriate measures can be taken.

- a) All interactions with public agents must be in strict compliance with this Agreement, especially this

Anti-corruption Clause, always with prior and express consent of the BUYER, under penalty of the applicable legal and contractual penalties. The SUPPLIER shall keep the BUYER informed of all related activities and developments, and the BUYER may require the respective supporting documentation.

- b) The SUPPLIER, on its behalf and on behalf of its subsidiaries, as well as on behalf of their respective owners, shareholders, management, agents, representatives, employees or subcontractors related to the performance of this Agreement, hereby declares that, except for cases communicated in writing to the BUYER, in the last five (5) years, it has not been the subject of any investigation, inquiry or administrative or court proceedings, conducted by a national or foreign authority, related to practice of harmful acts, violations or crimes against the national government or a foreign government, laundering or concealment of assets, rights and valuables, set forth in the Anti-corruption Law (Law 12,846/13) and other related national and/or foreign regulations and that its activities are in compliance with these regulations. The SUPPLIER obligates itself and its subsidiaries, as well their respective partners, management, employees, agents, representatives or subcontractors related to the performance of this Agreement, to immediately notify the Via Varejo in writing if they are the subject of any investigation related to said regulations, jointly or separately, undertaking to cooperate with Via Varejo, submitting any requested documents and information related to the performance of this Agreement.
- c) The SUPPLIER also declares that no public agent or person close to a public agent will receive directly or indirectly benefits or advantages arising from this Agreement.

11.9. The SUPPLIER declares to be aware that, if the BUYER verifies that any of the representations and warranties in this Clause 11 is not complied with, the BUYER may terminate this Agreement without any penalty and is entitled to be compensated in case such non-compliance causes damage of any nature.

12. MISCELLANEOUS

12.1. The omission or forbearance to demand compliance with any terms or conditions herein or to exercise rights arising from this Agreement will not constitute a waiver, novation or any procedure that can justify the violation of a contractual clause, nor will it harm the Parties' ability to demand compliance with the terms or conditions herein or exercise rights arising from this Agreement at any time.

12.2. This Agreement does not imply any other form of association, consortium and joint and several credit and debt between the Parties and no Party may represent the other before third parties without express written authorization. Under no circumstances can the relationship between the Parties be interpreted as a representative-represented relationship, an association of legal entities, an association between a legal entity and an individual, a partnership of any title, an employee-employer relationship or any form of relationship other than the one set forth in the Agreement.

12.3. If any clause or condition of this Agreement is held invalid or ineffective, in whole or in part, the remaining clauses and conditions will remain valid and shall be interpreted so as to preserve the validity of the remainder of the Agreement, as well as the purposes the Parties attributed to them.

12.4. This Agreement is binding on the Parties and their successors of any kind.

12.5. This Agreement, together with the respective Purchase Orders, contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto; it supersedes any and all prior proposals, contracts or agreements, written or verbal, regarding the matters dealt with herein; and it shall prevail over any such prior proposals, contracts or agreements, written or verbal.

12.6. Routine communication between the Parties may occur via electronic mail. However, any notice of breach of contractual obligation or termination of the Agreement or Purchase Order shall follow the following procedure: the content of the notice may be first advanced from one Party to another via the electronic mail address indicated by the Party and subsequently formalized via the delivery of a physical copy of the notice at the addresses indicated in the preamble of this Agreement and the Purchase Order.

12.7. The taxes and contributions that are or may be levied on the amounts paid directly or indirectly as a result of this Agreement will be borne by the taxpayer, as defined in the legislation that institutes and/or regulates them. The responsibility for the payment of the taxes involved in the operation may vary according to the State Legislation.

12.8. Any amendment to this Agreement will only be considered valid if it is made in writing via a document signed by both Parties.

12.9. The Parties are allowed to offset the amounts due by one party to another, either as payment or as penalty, under this Agreement, pursuant to articles 368 to 380 of the Brazilian Civil Code.

12.10. The clauses in this Agreement that have a perennial character due to their nature will remain valid, even after its termination. The end of the term of this Agreement does not exempt the Parties from complying with any obligation still due as a result of this Agreement.

13. APPLICABLE LEGISLATION AND JURISDICTION

13.1 This Agreement will be governed by the laws of the Federative Republic of Brazil.

13.2 The Parties hereby elect the courts of São Caetano do Sul, São Paulo state, with the waiver of any other court, however preferable it may be, to settle any controversy arising out of this Agreement.

13.3 This Agreement is registered in the 2nd Registry of Deeds and Documents of Legal Entities of São Caetano do Sul/SP - according to the number indicated in the protocol stamp - and is available at <http://ri.viavarejo.com.br/>.

(Signatures on the next page)

São Caetano do Sul, September 18, 2019.

VIA VAREJO S.A.

Signature

Name: Roberto Fulcherberguer

Position: CEO

VVLOG LOGÍSTICA LTDA.

Signature

Name: Roberto Fulcherberguer

Position: CEO

INDÚSTRIA DE MÓVEIS BARTIRA LTDA.

Signature

Name: Roberto Fulcherberguer

Position: CEO

CNOVA COMÉRCIO ELETRÔNICO S.A.

Signature

Name: Roberto Fulcherberguer

Position: CEO

FUNDAÇÃO VIA VAREJO

Signature

Name: Hélio Muniz Garcia

Position: CEO

Signature

Name: Orivaldo Padilha

Position: CFO

Signature

Name: Orivaldo Padilha

Position: CFO

Signature

Name: Orivaldo Padilha

Position: CFO

Signature

Name: Orivaldo Padilha

Position: CFO