

GENERAL SERVICE TERMS AND CONDITIONS

On the one side, **VIA S.A.**, a corporation headquartered at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 33.041.260/0652-90 ("VIA"); **VVLOG LOGÍSTICA LTDA.**, a limited liability company headquartered at Rodovia Anhanguera s/nº, Km 52-350m, Vila Militar, CEP: 13.203-850, in the city of Jundiaí, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 04.221.023/0001-87 ("VVLOG"); **CNOVA COMÉRCIO ELETRÔNICO S.A.**, a corporation headquartered at Rua Samuel Klein nº 83, Mezanino, Sala 02, CEP: 09.510-125, in the city of São Caetano do Sul, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 07.170.938/0001-07 ("CNOVA"); and **INDÚSTRIA DE MÓVEIS BARTIRA LTDA.**, a limited liability company headquartered at Avenida dos Estados nº 2.060, Fundação, CEP: 09.520-150, in the city of São Caetano do Sul, in the state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 59.105.825/0001-13 ("BARTIRA"), herein represented by their duly authorized representatives **Orivaldo Padilha**, Brazilian, married, business administrator, holder of identity document (RG) number 13.984.996, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 043.844.518-06 and **Sergio Augusto França Leme**, Brazilian, married, economist, holder of identity document (RG) number 18.761.063-0, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 151.151.448-59, both with business address at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo; **FUNDAÇÃO CASAS BAHIA**, a private legal entity, headquartered at Avenida Embaixador Macedo Soares nº 9.175, Parte, Parque Residencial da Lapa, CEP: 05.035-000, in the city and state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 34.029.082/0001-19 ("FUNDAÇÃO CB"), herein represented by its duly authorized representative **Hélio Muniz Garcia**, Brazilian, married, tradesman, holder of identity document (RG) number 64.05065-98, issued by DIC/RJ, and inscribed in the register of individual taxpayers (CPF/ME) under number 874.408.217-91, with business address at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo; **BANQI INSTITUIÇÃO DE PAGAMENTO LTDA.**, a limited liability company headquartered at Avenida Jurucê nº 302, 7º andar, Conjunto 71, Indianópolis, CEP: 04.080-911, in the city and state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 30.723.871/0001-02 ("BANQI"), herein represented by its duly authorized representatives **Orivaldo Padilha**, Brazilian, married, business administrator, holder of identity document (RG) number 13.984.996, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 043.844.518-06 and **André Luiz Calabró**, Brazilian, married, systems analyst, holder of identity document (RG) number 19.128.563, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 148.872.708-28, both with business address at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo; **ASAP LOG LTDA.**, a limited liability company headquartered at Avenida Água Verde nº 1.413, Loja 501, 5º andar, Condomínio Podolan, Água Verde, CEP: 80.620-200, in the city of Curitiba, in the state of Paraná, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 19.629.612/0001-76 ("ASAP LOG"), herein represented by its duly authorized representatives **Sergio Augusto França Leme**, Brazilian, married, economist, holder of identity document (RG) number 18.761.063-0, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 151.151.448-59 and **David Rosa Alegre**, Brazilian, married, economist, holder of identity document (RG) number 26.869.134, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 176.880.968-20, both with business address at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo; **CELER PROCESSAMENTO COMÉRCIO E SERVIÇO LTDA.**, a limited liability company headquartered at Rua Fernando de Albuquerque nº 155, 7º andar, Sala 01, Consolação, CEP: 01.309-030, in the city and state of

São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 22.347.623/0001-78 ("CELER"), herein represented by its duly authorized representatives **André Luiz Calabro**, Brazilian, married, systems analyst, holder of identity document (RG) number 19.128.563, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 148.872.708-2 and **Alessandro Aparecido Mendes da Silva**, Brazilian, married, accountant, holder of identity document (RG) number 23.274.930, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 162.946.328-03, both with business address at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo; and **I9XP TECNOLOGIA E PARTICIPAÇÕES S.A.**, a corporation headquartered at Avenida Jurucê nº 302, 8º andar, Conjunto 81, Indianópolis, CEP: 04.080-911, in the city and state of São Paulo, inscribed in the register of corporate taxpayers (CNPJ/ME) under number 28.594.121/0001-28 ("I9XP"), herein represented by its duly authorized representatives **Edson de Oliveira Tavares**, Brazilian, married, businessman, holder of identity document (RG) number 11492059, issued by SSP/MG, and inscribed in the register of individual taxpayers (CPF/ME) under number 043.355.406-12 and **André Canuto de Sá Cunha**, Brazilian, married, businessman, holder of identity document (RG) number 27.052.865, issued by SSP/SP, and inscribed in the register of individual taxpayers (CPF/ME) under number 286.064.498-90, both with business address at Avenida Rebouças nº 3.970, 28º andar, Pinheiros, CEP: 05.402-918, in the city and state of São Paulo;

And, on the other side, the **SERVICE PROVIDER**, as identified in the respective **Service Order**.

VIA, VVLOG, CNOVA, BARTIRA, FUNDAÇÃO CB, BANQI, ASAP LOG, CELER and I9XP are jointly referred to as CLIENT. The CLIENT and the SERVICE PROVIDER, jointly referred to as "Parties" and individually and indistinctively referred to as "Party," enter into these General Service Terms and Conditions Agreement ("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 execution of one of the documents below ("Service Order"):

a) "Terms of Service" or "ToS", which shall contain the following Agreement-specific information: (i) complete identification of the Parties; (ii) details on the purpose of the Agreement; (iii) term; (iv) price; (v) price payment conditions; and (vi) Agreement-specific conditions, when applicable; or

b) "Order", which will be issued by the CLIENT using the tool for managing quotes, contracting services and purchasing equipment 'SAP Ariba' or another similar platform used by it ("ARIBA") and which shall contain the following Agreement-specific information: (i) complete identification of the Parties; (ii) definition of the services; (iii) term, in accordance with the terms and conditions for delivery and completion of the services; (iv) price; (v) price payment conditions; and (vi) Agreement-specific conditions, when applicable.

1.1.1. When the contracting process follows the format set forth in Clause 1.1b), the CLIENT will inform the SERVICE PROVIDER of which platform will be used for that purpose and will provide it with all the necessary information and instructions so that the SERVICE PROVIDER can access its account on ARIBA and participate in bidding processes initiated by the CLIENT, provided that it meets all the requirements demanded by the CLIENT for the provision of the services specified in the bidding process.

1.1.2. If the company wins the bidding process, the CLIENT will issue an Order on ARIBA and the SERVICE PROVIDER will have access to information on the services that will be contracted and the conditions of their delivery by the SERVICE PROVIDER.

1.1.3. The SERVICE PROVIDER undertakes to follow all the CLIENT's guidelines for registration, access and use of ARIBA and/or any other platform used by the CLIENT for managing quotes and contracting services, undertaking to adopt all secrecy and information security practices for such access.

1.1.4. The SERVICE PROVIDER undertakes to only share its login and password, which are personal and non-transferable, with the user in charge, who will have the necessary power to access and accept Orders on ARIBA.

1.2. As established in the previous Clause, the contractual relationship between the Parties will be governed, jointly, by this instrument and the Service Order, formalized by the Terms of Service or the Order on ARIBA formalized by the Parties.

1.3. 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 Service Order and/or an amendment duly signed by the Parties.

1.4. In the event of contradiction between the terms of the Agreement and the terms of the Service Order, the terms of this Agreement shall prevail, except for the conditions set out in items 'i' to 'v' of Clause 1.1, sub-items a) and b) above, which shall determine the services that are the subject matter of this Agreement, as well as the specific conditions set forth in the Service Order that expressly replace the conditions in this Agreement.

1.5. Unless expressly authorized in writing by the CLIENT, the SERVICE PROVIDER is forbidden to hire professionals indirectly, transfer to third parties or outsource the services provided for in this Agreement.

1.6. The services that are the subject matter of the Agreement may be requested by companies belonging to VIA's economic group, as well as any future subsidiaries and/or affiliates of VIA.

2. PRICE AND PAYMENT CONDITIONS

2.1. For the performance of the services, the CLIENT will pay the SERVICE PROVIDER the price indicated in the Service Order, upon presentation of the service invoice and other documents that may be requested by the CLIENT, such as service reports, proof of compliance with obligations and others.

2.2. The payment term and conditions will be as specified in each Service Order.

2.2.1. If the payment date falls on a weekend, holiday or bank holiday, payment will be made on the next business day, without any charges or fines. The CLIENT may change the payment conditions provided for in this Clause at any time by simple communication sent by email to the SERVICE PROVIDER.

2.2.2. Payment will be made by the CLIENT, after the payment term set by the Parties in the Service Order has elapsed, always on the fifth of each subsequent month by deposit to a checking account of the

SERVICE PROVIDER duly recorded in the CLIENT's internal systems. The deposit or transfer receipt is valid as receipt and proof of payment. The SERVICE PROVIDER is responsible for keeping its registration and banking data up to date with the CLIENT.

2.2.3. If the CLIENT finds any discrepancy in the invoices and/or documents presented by the SERVICE PROVIDER, as referred to in Clause 2.1, related to its internal controls, the CLIENT will return the documents and the invoice to the SERVICE PROVIDER so that it can make the necessary corrections and issue a new invoice to replace the previous one. In this case, the initially agreed upon payment due date, under the terms agreed upon in each Service Order, will be extended to the subsequent month.

2.3. The price already includes all charges, taxes, fees and contributions levied on the services that are the subject matter of this Agreement. Any extraordinary expenses incurred by the SERVICE PROVIDER in the execution of the above-mentioned work may be reimbursed with the prior express written approval of the CLIENT.

2.4. The SERVICE PROVIDER expressly authorizes the CLIENT to deduct from the amounts due the withholding and/or payment of all taxes and contributions levied on the provision of services and its respective remuneration, pursuant to current legislation.

2.5. The SERVICE PROVIDER may not issue duplicate invoices and/or send to collections with automatic protest instructions amounts receivable from the CLIENT and/or trade credit rights and receivables arising from this Agreement with third parties, including, but not limited to, financial institutions, nor use them as guarantee or collateral, without the prior written authorization of the CLIENT.

2.6. The SERVICE PROVIDER can request the CLIENT to advance the payment of outstanding receivables through access to the payment management platform indicated to the SERVICE PROVIDER by the CLIENT, following all guidelines and instructions for the respective access. The SERVICE PROVIDER is aware and agrees that the factoring of receivables will be available at the sole discretion of the CLIENT, according to the rates and rules established by it on the platform where the transaction will be formalized and completed.

2.7. No payment will exempt the SERVICE PROVIDER from its responsibilities and/or obligations nor will it imply full or partial approval of the services.

2.8. The Parties agree that the CLIENT at its discretion may withhold credits from the SERVICE PROVIDER if there are contractual obligations of the SERVICE PROVIDER pending fulfillment. The CLIENT will resume such payments without any addition (fine, interest, adjustment for inflation, among others), only after the appropriate fulfillment of any pending obligations.

2.8.1. The CLIENT will inform the SERVICE PROVIDER of the payment withholding and will set a deadline for the fulfillment of the obligations. During the period in which payments are withheld, the SERVICE PROVIDER may not, under any circumstances, suspend the performance of the services or protest any collection document corresponding to the withheld installments, under penalty of being liable for any losses and damages caused.

3. ABSENCE OF EMPLOYMENT RELATIONSHIP AND LABOR RESPONSIBILITIES

3.1. This Agreement does not establish any labor and/or social security responsibilities between the managers, employees, workers, agents and consultants of the SERVICE PROVIDER (and any third party hired by it) and the CLIENT.

3.2. The SERVICE PROVIDER will be responsible for fulfilling all labor obligations, being responsible for any costs and expenses resulting from or related to its employees or subcontractors who, previously authorized in writing by the CLIENT, are involved, directly or indirectly, in the performance of the Agreement, including the costs and responsibilities established by labor legislation or related to social security or any law in effect, indemnifying and holding the CLIENT harmless under the terms of Clause 8, under penalty of default of this Agreement.

4. OCCUPATIONAL HEALTH AND SAFETY

4.1. The SERVICE PROVIDER is responsible for occupational health and safety practices, as well as the consequences resulting from non-compliance with such practices, in relation to both its employees and subcontractors who, previously authorized in writing by the CLIENT, are involved, directly or indirectly, in the performance of the Agreement.

4.1.1. The SERVICE PROVIDER shall provide its employees and subcontractors, previously authorized, engaged in the provision of the services with any necessary Personal Protection Equipment (PPEs) and Collective Protection Equipment (CPEs), certified and approved by the Ministry of Labor, observing the safety, hygiene, and labor medicine rules, according to current legislation.

4.1.2. The SERVICE PROVIDER shall immediately remove upon written notice to this effect by the CLIENT any of its employees or subcontractors whose permanence in the services is deemed inconvenient in relation to the performance of the Agreement, either due to rules of conduct or hygiene, or due to any other internal rules of the CLIENT.

4.1.3. The SERVICE PROVIDER shall take responsibility for all occupational accidents/illnesses, in accordance with current legislation, related to persons directly or indirectly hired by it to perform the services that are the subject matter of this Agreement. It also expressly undertakes to comply and ensure compliance with the CLIENT's internal occupational safety standards and regulations set out in Law 6,514, Ordinance 3,214 and its Regulatory Standards.

4.1.4. All occurrences of work accidents/occupational diseases must be immediately reported to the team of Specialized Services in Safety Engineering and Occupational Medicine (*Serviços Especializados em Engenharia de Segurança e em Medicina do Trabalho* - SESMT) of the premises by telephone and formalized via a physical report, an investigation report containing the main causes and proposed action plans, and a copy of the Work Accident Notice (*Comunicação de Acidente do Trabalho* – CAT) must be delivered to the CLIENT through the local SESMT within forty-eight hours (48) of the occurrence. The SERVICE PROVIDER must also file all Work Accident Notices and make them available to the CLIENT whenever requested.

4.1.5. The SERVICE PROVIDER obligates itself to hold the CLIENT harmless from any responsibility, costs, expenses and/or charges, including those related to court and administrative proceedings, notifications, damage to the image and any damage caused to the CLIENT or third parties related to any breach of this Clause, pursuant to Clause 8.

4.1.6. The SERVICE PROVIDER will allow the CLIENT to carry out, individually or together with the SERVICE PROVIDER, Health and Safety inspections of the workplaces and facilities of the SERVICE PROVIDER, and it will issue inspection reports signed by a professional specialized in Occupational Health and Safety, which must be submitted monthly, to verify full compliance with all the conditions set forth in this Clause. If irregularities that could pose a risk of accident are found, the SERVICE PROVIDER shall immediately remedy such irregularities, thus avoiding the interruption of the services, following and implementing any and all safety and protection measures recommended by the CLIENT.

4.1.6.1. The SERVICE PROVIDER is aware that the CLIENT may block off access to its facilities or paralyze work fronts, thus interfering in the performance of the activities of the SERVICE PROVIDER whenever it detects a serious or imminent risk of accident.

4.1.7. The execution of the previous Clause does not exempt the SERVICE PROVIDER from the obligations and penalties set forth in this Agreement.

4.1.8. The SERVICE PROVIDER is forbidden to divulge, through any means of communication or media outlet, the occurrence of accidents as a result of the provision of the services that are the subject matter of this Agreement.

4.2. Total or partial breach of any provision of this Clause 4 will be considered a serious offense, and the CLIENT will have the option to immediately terminate the Agreement, without prior notice or compensation to the SERVICE PROVIDER.

5. OBLIGATIONS

5.1. Without prejudice to the other legal and contractual obligations assumed, the SERVICE PROVIDER undertakes:

- a) To comply with all orders and decrees issued by agencies with jurisdiction or authority over the subject matter of this Agreement, being responsible for the compliance of its subcontractors with the above-mentioned laws and regulations, as well as this Agreement;
- b) To perform the services, in accordance with current legislation and the instructions and needs of the CLIENT so that the services are performed with quality and in accordance with their intended purposes and best practices;
- c) To use its own appropriate materials and employees to perform the services, being fully and solely responsible for full compliance with all applicable legislation, including, but not limited to, the technical standards applicable to the materials and the legal qualification and skill requirements for employees designated for the services;
- d) To refrain from hiring former employees of the CLIENT for a period of eighteen (18) months as of the termination of the Employment Contract, pursuant to article 5 D of Law 6,019/74, as worded by Law 13,467/2017;

- e) To submit to the CLIENT the documents listed in Schedule I hereto whenever requested, within the deadlines and in the form specified in the request. Such documents must remain on file at the premises where the services are provided, in the custody of the SERVICE PROVIDER and promptly available for inspection by the CLIENT;
- f) To file copies of the corresponding Occupational Accident Notices, keeping them available for inspection by the CLIENT;
- g) To provide, at the beginning of the provision of the services a list with the names, identification document (RG) numbers and photos of its employees, as well as subcontractors, authorized to have access to the CLIENT's premises and keep it up to date until the end of the Agreement.
- h) To have its personnel respect the internal regulations and safety rules of the CLIENT, including those related to fire prevention and fire fighting;
- i) To train and qualify its employees who will provide the services, noting that the performance of any activity different from those agreed upon herein is forbidden. The SERVICE PROVIDER is responsible for all safety and prevention against workplace accidents and shall exercise strict vigilance to ensure compliance with its guidelines;
- j) To redo, at its expense, any service that is considered inadequate by the CLIENT;
- k) To be present whenever called by the CLIENT so that no meeting or service is delayed or suspended due to its absence or delay, bearing the burden resulting from not being present when requested by the CLIENT;
- l) To provide the services at its own risk, assuming unlimited responsibility for damage of any nature caused to the CLIENT and/or third parties by the services provided by the SERVICE PROVIDER and its professionals, exempting the CLIENT from any burden, fines, infractions and/or charges resulting from such damage;
- m) To replace and/or relocate, within three (3) calendar days, the professionals assigned by the SERVICE PROVIDER to provide the services, whenever requested in writing by the CLIENT, including, but not limited to, in the case of vacation, leaves and dismissals, among others, without imposing any fees, amounts, charges and/or penalties on the CLIENT;
- n) To request from the CLIENT, in advance and in writing, all the rules, specifications or any other document necessary for providing the services, noting that no justification for delay or interruption of the services or change in costs will be accepted based on the CLIENT's failure to provide such information;
- o) To obtain and maintain valid all necessary licenses, authorizations and permits to govern the provision of the services, including regarding any requirements of regulatory councils and the qualification of individuals assigned to perform the services;

- p) 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 SERVICE PROVIDER is solely liable for any violation of such rights;
- q) To comply with all the requests made by the CLIENT and take immediate action to correct failures identified in the services provided;
- r) To directly hire (employees subject to the Consolidation of Labor Laws) and manage, under its responsibility, the appropriate and qualified personnel, at all necessary levels, to perform the services, being solely liable for all charges and obligations of a labor, social security, civil and tax nature, exempting the CLIENT from any such liability and refunding any such amounts paid by the CLIENT;
- s) To obtain express and formal authorization from the CLIENT whenever it needs to hire subcontractors, being responsible for managing the performance of the services and the fulfillment by the subcontractor of the obligations and charges set forth in this Agreement;
- t) To take care of the furniture, facilities, equipment and utensils entrusted to its care, repairing and/or replacing them at its expense in the event of defects or malfunctions or if they become unusable due to inadequate use, in order to always enable the continuity of the performance of the services;
- u) To have full knowledge of the terms of this Agreement, not being able, under any circumstances, to use ignorance, misinterpretation, lapse or failure to remember the rules set out in the specifications in this Agreement as justification or defense;
- v) To assume responsibility for the payment of any fines or charges arising from the services rendered, applied to itself, the CLIENT or third parties as a result of non-compliance with or breach of this Agreement and its Schedules or laws, decrees or regulatory standards, on its behalf and on behalf of its agents or subcontractors;
- w) To inform the CLIENT in writing, whenever necessary, of the occurrence of accidents during the provision of the services and any problems or impediments that hinder the normal development of services;
- x) To provide the CLIENT with all the data and elements related to the provision of the service in order to enable the CLIENT to check the proper fulfillment of what was established;
- y) 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 CLIENT for any losses caused by non-compliance with this Clause, including any resulting legal costs and expenses.
- z) 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 the performance of the services;

aa) To provide uniforms and their complements to the workers involved, according to the climate of the region and the provisions of the respective Collective Labor Agreement or Collective Bargaining Agreement, and to provide the respective accessories necessary for the execution of the work in perfect working order;

bb) To require the use of a specific identification badge provided by the CLIENT for outsourced professionals, necessary for access to its premises.

cc) Not to use weapons of any kind in the performance of the Agreement, except when its purpose allows it, in which case the SERVICE PROVIDER must have all necessary authorizations for the regular rendering of the services;

dd) To be civilly and criminally liable for the acts practiced by its professionals (employees, agents, representatives or contractors/subcontractors) in the performance of the services that are the subject matter of this Agreement, being fully liable for any and all damage caused to the CLIENT or third parties, taking out the insurance listed below, at its expense, and presenting, whenever requested by the CLIENT, its insurance policies, duly accompanied by proof of payment of their premium, as well as endorsements with policy renewals or a new policy, if applicable, and their respective proof of payment:

<input checked="" type="checkbox"/>	General civil liability insurance.
<input checked="" type="checkbox"/>	Employer liability insurance.

ee) Not to use, under any circumstances, the corporate name of the CLIENT and/or its affiliates, subsidiaries and/or parent companies, as well as their trademarks and other distinctive signs, without its express authorization;

ff) If the CLIENT expressly authorizes the use of its corporate name and/or its trademarks and/or other distinctive signs, the SERVICE PROVIDER must cease said use when notified by the CLIENT, within the period set out in the notification.

5.2. In addition to the other obligations assumed in this Agreement, the CLIENT undertakes:

a) To make payments as provided in this Agreement; and

b) To provide the SERVICE PROVIDER with all clarifications, information and documents reasonably necessary to perform the services, whenever requested by the SERVICE PROVIDER.

6. CONFIDENTIALITY

6.1. The SERVICE PROVIDER 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 CLIENT, 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.

6.2. 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 SERVICE PROVIDER must return any and all physical or electronic documents in its possession to the CLIENT and must not keep any copies thereof.

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

6.4. The SERVICE PROVIDER warrants that it has a proper data protection program, compatible with all applicable laws and the needs of the CLIENT, 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 data transfer over a network); (iii) all other unlawful forms of data processing; and (iv) security or privacy incidents.

6.5. When saving, storing and processing personal data provided by the CLIENT, the SERVICE PROVIDER 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.

6.5.1. In case of an incident of leakage of personal and/or confidential data, the SERVICE PROVIDER must send a written communication to the CLIENT 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 SERVICE PROVIDER 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.

6.5.2. 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 SERVICE PROVIDER.

6.5.3. The SERVICE PROVIDER must allow, collaborate with and support the execution of technical audits commissioned by the CLIENT, with a defined scope covering the inspection of information security standards, compliance with current legislation and identification of possible vulnerabilities in the systems ("Audit"), giving all the necessary access for the execution of such work.

6.5.4. The SERVICE PROVIDER will be granted access to all the results of a possible Audit in order to enable it to design an action plan and mitigate risks ("Action Plan").

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

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

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

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

7. AUDIT

7.1. The CLIENT may, at its sole discretion, perform a field and document audit of the SERVICE PROVIDER through its own employees or third parties appointed by it in order to verify the regular fulfillment of the SERVICE PROVIDER's obligations under this Agreement.

7.2. As a condition of payment and under penalty of withholding the amounts due, the SERVICE PROVIDER must present to the CLIENT the documents listed in Schedule I hereto, within the deadlines and in the forms provided for herein, submitting, whenever requested, an updated list with the names, identification document (RG) numbers and photos of its employees, as well as subcontractors, authorized to have access to the CLIENT's premises, according to each category.

7.2.1. Failure to submit the documents listed in Schedule I or submission of non-conforming documents will imply the withholding by the CLIENT of the amount of the invoice referring to the month where the irregularity was verified, with extension of the due date to the effective date of delivery/regularization of documentation, without any fine or additional cost on the invoice payment.

7.2.2. Under the terms of the above Clause, in case of failure to submit the documents in a timely manner, forty percent (40%) of the amount of the invoice will be withheld in the month in which such documents were not submitted; and in case of non-conforming documents, ten percent (10%) of the amount of the invoice will be withheld in the month in which it was verified that the documents were non-conforming.

7.3. The Parties agree that if the SERVICE PROVIDER (i) refuses to provide the requested documents; (ii) denies the CLIENT's representatives access to its facilities to conduct the audit; and/or (iii) fails to remedy the points identified in the result of the audit within ninety (90) days of notification by the CLIENT, the CLIENT may immediately terminate this Agreement and charge fines and damages for any proven losses and damages caused by the SERVICE PROVIDER.

8. OBLIGATIONS OF THE SERVICE PROVIDER IN CASE OF COURT, ADMINISTRATIVE OR OUT-OF-COURT PROCEEDINGS

8.1. The SERVICE PROVIDER shall perform this Agreement, fulfilling all the obligations imposed by the legislation, including, but not limited to labor and social security legislation, being liable for the consequences arising from any non-compliance with this Agreement or the applicable legislation.

LABOR CLAIMS

8.2. The CLIENT shall be compensated by the SERVICE PROVIDER for any losses, damage, fines, penalties, suits, complaints, lawsuits, claims, representations, notices of violation and actions filed by its employees, agents, suppliers and/or contractors in any capacity (including employees of suppliers and/or contractors in any capacity) resulting from an act or omission on the part of the SERVICE PROVIDER.

8.2.1. Under the terms of the above Clause, the SERVICE PROVIDER shall be liable for labor claims filed by its employees or subcontractors - who, with prior written authorization of the CLIENT, are directly or indirectly involved in the performance of the Agreement - against the CLIENT for recognition of an employment relationship or any other labor or social security rights, bearing all resulting costs and charges and seeking the exclusion of the CLIENT from the claim.

8.2.2. In case of fulfillment of the requirements for an employment relationship, set forth in articles 2 and 3 of the Consolidation of Labor Laws, the SERVICE PROVIDER shall register the employee under the Consolidation of Labor Laws, exempting the CLIENT from any liability.

8.2.3. If the CLIENT is included in any third-party claim, under the terms set forth in Clause 8.2 and following, it will elect its defense attorneys and may withhold from the payment of the SERVICE PROVIDER's invoice, as a non-compensatory fine, the following amounts:

- a) Fifty reais (R\$50.00) per month per active lawsuit for the payment of attorney's fees; and
- b) Eleven thousand and five hundred reais (R\$11,500.00) per active lawsuit involving third parties, which will be withheld on a one-time basis upon receipt of the legal notice (notice/summons) of the proceeding in question in order to guarantee the payment in case of conviction. If the SERVICE PROVIDER reaches a settlement with the third-party plaintiff, providing for the exclusion of the CLIENT and its exemption from any payment, the SERVICE PROVIDER may notify the CLIENT and request the refund of this amount without any adjustment for inflation.

OTHER CLAIMS

8.3. The SERVICE PROVIDER undertakes to assume any civil (private or government agency), criminal or tax actions, arising from any act or omission on the part of the SERVICE PROVIDER related to the purpose of this Agreement, filed against the CLIENT, in court or administrative proceedings or through an out-of-court claim by a third party, voluntarily requesting to be included in the case with the exclusion of the CLIENT from the proceeding or, in the case of an out-of-court claim, being fully liable before the third party and fully exempting the CLIENT from any liability.

8.4. If the CLIENT is included in any third-party claim, under the terms set forth in Clause 8.3, it will elect its defense attorneys and may withhold from the payment of the SERVICE PROVIDER's invoice, as a non-compensatory fine, fifty reais (R\$50.00) per month per active lawsuit for the payment of attorney's fees.

REIMBURSEMENT FLOW

8.5. Under the terms of Clause 8, the SERVICE PROVIDER shall reimburse the CLIENT for all the expenses incurred (including, but not limited to, conviction, fine, penalty, court costs and expenses, and costs of loss of suit) that exceed withheld amounts and/or all such expenses in case the CLIENT has not withheld any amount, within ten (10) days of the receipt of an email to be sent by the CLIENT to the SERVICE PROVIDER, stating the respective amounts.

8.5.1. If the SERVICE PROVIDER does not voluntarily reimburse the CLIENT, the CLIENT may deduct from the remuneration due to the SERVICE PROVIDER the amounts paid referred to in the notification mentioned in the above Clause, adjusted by the IPCA broad consumer price index (IBGE) plus interest for late payment of one percent (1%) per month. Such amount will be deducted from the following invoice. If the amount of the invoice subsequent to the notification is not sufficient to cover the full amount of the debt, leaving a remaining balance payable, the CLIENT may, at its sole discretion, deduct the remaining balance from the next invoices and/or take legal action, without the need for prior notice or notification.

8.5.2. If the CLIENT does not use the above periods for collection, such fact will be characterized as mere liberality and shall not imply novation or remission of any debt; therefore, the CLIENT may collect such amount in the future at its convenience.

8.6. All the obligations set forth in this Clause 8 will remain in effect even after the termination of this Agreement, for any reason.

8.7. If the pending matters or the court or administrative proceedings brought against the CLIENT exceed ten (10) or reach, in any number, an amount equal to the monthly amount to be paid by the CLIENT to the SERVICE PROVIDER, the CLIENT may immediately terminate this Agreement.

9. TERM

9.1. This Agreement takes effect as of the date of its execution for an indefinite term, and each Service Order shall have a definite term, as defined in the document.

9.2. Each Service Order entered into under this Agreement may be individually terminated, under the terms of Clause 10 - "TERMINATION", and any remaining Service Orders will remain in full effect according to what is established therein.

9.3. Notwithstanding the term and execution of this Agreement and each Service Order, any pending obligations, clauses that expressly have an indefinite term and clauses that have a perennial character, due to their nature, will remain valid, even after their termination.

10. TERMINATION

10.1. Unless otherwise stipulated in the Service Order, each Service Order entered into under this Agreement may be terminated by either Party at any time upon written notice to the other Party, giving at least thirty (30) days' notice from the date of receipt of the communication, without any type of charges and/or contractual fines. The expiration of a Service Order does not alter the validity and effectiveness of the others, which will remain in full force and effect, according to the terms and conditions defined in this Agreement and the respective Service Order.

10.1.1. Each Service Order entered into under this Agreement may also be automatically terminated by simple notice with immediate effect, in the following cases:

- a) By the CLIENT, if the SERVICE PROVIDER fails to comply with any contractual clause, without prejudice to the collection of any losses and damages;
- b) By either of the Parties, when there is a confirmed court-supervised or out-of-court reorganization, adjudication of bankruptcy, court-ordered or out-of-court dissolution or liquidation of the other Party;
- c) By the CLIENT, in the cases set forth in Clauses 4.3., 7.2. and 8.7. and in case of non-compliance with the representations and warranties in Clause 11 - CODE OF CONDUCT, ANTI-CORRUPTION PRACTICES AND OTHER REPRESENTATIONS; and
- d) In the other cases set forth in current legislation.

10.2. In any case of early termination of a Service Order, the CLIENT will owe the SERVICE PROVIDER, in relation to the services in progress, all the amounts related to the services actually provided in the period.

10.3. In case of termination of a Service Order, for the payment of the last invoice, the SERVICE PROVIDER must present, up to five (5) days before the due date, the proof of payment of all labor and social security charges due until the last month of the term of this Agreement, relating to the employees of the SERVICE PROVIDER who performed the services.

10.4. If the SERVICE PROVIDER fails to present the aforementioned proofs, the CLIENT will be authorized to withhold from payments due to the SERVICE PROVIDER an amount corresponding to the total amount of labor and/or social security charges due, as security, up to the limit of the invoice. The withheld amount shall be returned by the CLIENT as soon as the SERVICE PROVIDER presents proof of payment of such charges.

10.5. In case of termination of the Agreement, under the above terms, if the SERVICE PROVIDER, during the provision of the services, has failed to submit documents or has submitted irregular documents (even if they have been subsequently rectified), as set forth in Clause 7 and other provisions in this Agreement, the CLIENT is authorized to withhold an amount corresponding to the percentages described below of the amount to be paid for the last invoice, as non-compensatory fine, due to the CLIENT's exposure to risks:

- a) Ten percent (10%) calculated on the total amount of the invoice if documentation irregularities have lasted for a period of up to three (3) months during the services;
- b) Fifteen percent (15%) calculated on the total amount of the invoice if documentation irregularities have lasted for a period of between four (4) and six (6) months during the services;
- c) Twenty percent (20%) calculated on the total amount of the invoice if documentation irregularities have lasted for over six (6) months during the services.

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

11.1. The SERVICE PROVIDER declares to know and undertakes to observe and ensure that its employees respect the CLIENT's Code of Ethical Conduct, for its part, and VIA's Anti-corruption Policy, both of which are available at <http://ri.via.com.br>.

11.2. The SERVICE PROVIDER undertakes to disseminate the terms of the CLIENT's Code of Conduct to all its employees and subcontractors designated by the SERVICE PROVIDER to perform the services, and the SERVICE PROVIDER 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 CLIENT's Code of Conduct, the Parties undertake to start an inquiry to investigate the facts, and the CLIENT is hereby authorized to follow said inquiry.

11.4. The SERVICE PROVIDER warrants that neither it nor any of its partners, management or employees is an entity related to the CLIENT or companies in its economic group ("Group"), under the terms of CVM Resolution 642/2010; therefore, the SERVICE PROVIDER 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 SERVICE PROVIDER to obtain business advantage in any potential or actual transaction or business relationship with any company of the Group.

11.5. The SERVICE PROVIDER undertakes not to use any person who, as an employee or contractor, has a conflict of interest with the Group to perform the services under 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 CLIENT.

11.6. The SERVICE PROVIDER represents and warrants to the CLIENT 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 complying 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 jeopardize the 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.

11.7. 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 CLIENT, in particular not to give, offer or promise, directly or indirectly, anything of value or advantage to a government agent or a person related to a government 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 CLIENT via telephone: 08004504504, email: via@canaldedenuncia.com.br or website: www.canaldedenuncia.com.br/via/ so that the appropriate measures can be taken.

a) All interactions with government agents must be in strict compliance with this Agreement, especially these anti-corruption provisions, always with prior and express consent of the CLIENT, under penalty of the applicable legal and contractual penalties. The SERVICE PROVIDER shall keep the CLIENT informed of all related activities and developments, and the CLIENT may require the respective supporting documentation.

b) The SERVICE PROVIDER, 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 CLIENT, 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 SERVICE PROVIDER 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 VIA in writing if they are the subject of any investigation related to said regulations, jointly or separately, undertaking to cooperate with VIA, submitting any requested documents and information related to the performance of this Agreement.

c) The SERVICE PROVIDER also warrants that no government agent or person close to a government agent will directly or indirectly receive benefits or advantages arising from this Agreement.

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

12. PENALTIES

12.1. The Party that violates any of the clauses and conditions herein will be subject to the payment of a non-compensatory fine to the innocent Party, corresponding to twenty percent (20%) of the total amount of the Agreement, without prejudice to termination hereof and compensation for losses and damages resulting therefrom. The fine stipulated herein does not apply to any delays related to the payment obligations set forth in this Agreement.

13. MISCELLANEOUS

13.1. The Parties are independent and nothing in this Agreement shall be construed to constitute a partnership, a joint venture or any other type of association, formal or informal, between the CLIENT and SERVICE PROVIDER or between them and any of their respective partners, management or employees. In this sense, 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.

13.2. If any clause or condition of this Agreement or the Service Order is declared null and void, this will not affect the validity or enforceability of the other clauses and conditions or this Agreement as a whole. If any clause or condition of this Agreement is considered null, void or unenforceable, the Parties undertake to negotiate in good faith the replacement of said clause or condition with an equivalent clause or condition that is valid, effective and enforceable.

13.3. With the formalization of a Service Order, this Agreement revokes any and all contractual instruments or commercial proposals previously signed by the Parties in relation to the matter dealt with herein. Any changes or modifications to this Agreement will only be valid and enforceable upon execution of an amendment.

13.4. Routine communication between the Parties may take place by electronic mail. However, any notice of breach of contractual obligation or termination of the Agreement or the Service Order shall follow the following procedure: the content of the notice shall 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 the Service Order or in the registration information

in the CLIENT's internal systems, which should be kept up-to-date by the SERVICE PROVIDER at all times.

13.5. 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.

13.6. The SERVICE PROVIDER hereby declares to be a company specialized in the services that are the subject matter of this Agreement and to have all the necessary licenses for its activities, being duly organized and qualified pursuant to current legislation for the performance of such services, being civilly and criminally liable for the representation made herein.

13.7. The SERVICE PROVIDER warrants that it has not made any material investment as a result of this Agreement. It is hereby established that the CLIENT is not liable for debt and obligations incurred by the SERVICE PROVIDER, related or not to this Agreement, and that the SERVICE PROVIDER or third parties cannot use this Agreement or any other justification to seek damages or reimbursement from the CLIENT.

13.8. This Agreement does not include exclusivity of one Party to another, and either Party can execute agreements with a similar purpose to the one herein.

13.9. Neither Party may assign or transfer this Agreement or any of the rights and obligations hereunder, in whole nor in part, except for the CLIENT, who may assign it to affiliates and/or companies of its economic group.

13.10. This Agreement will remain in effect if the CLIENT and/or any of its direct or indirect affiliates, subsidiaries or parent companies undergoes/undergo a change in shareholding control or any merger, consolidation, split, transformation or any other type of corporate reorganization.

13.11. The taxes and contributions that are or may be levied on the amounts paid directly or indirectly as a result of this Agreement or its performance will be borne by the taxpayer, as defined in the legislation that institutes and/or regulates them. The CLIENT will withhold and pay taxes and contributions designated to it by current legislation.

13.12. Any intellectual property rights resulting from the provision of the services will be held by the CLIENT; thus, the SERVICE PROVIDER definitively grants to the CLIENT the property rights arising therefrom, irrevocably transferring them from its property to the property of the CLIENT for exploitation in Brazil and abroad, pursuant to items I and II of article 49 of Law 9,610/98. No additional remuneration will be due by the CLIENT to the SERVICE PROVIDER for the use and economic exploitation of the assigned intellectual property, whose amount is already included in the price of the services. This assignment is made on an exclusive basis; therefore, the SERVICE PROVIDER shall not use the assigned intellectual property right, nor assign it to third parties or authorize its use in any form. The SERVICE PROVIDER warrants that this assignment will not violate the rights of third parties and that the individuals involved in the provision of the services are aware of and in agreement with the assignment of such right, and the CLIENT may at any time request documents that prove this representation of the SERVICE PROVIDER.

13.13. The Parties hereby agree that all other documents to be subsequently entered into by the Parties, linked to this Instrument, may be signed electronically, through a tool made available by the CLIENT, and the Parties acknowledge that the electronic signatures of their legal representatives will be valid and effective, pursuant to article 10, paragraph 2 of Provisional Presidential Decree 2,200/2001-2.

13.14. The SERVICE PROVIDER represents and warrants to the CLIENT that:

- a) it is a duly organized and validly existing company, with legal authority to own its assets and properties and conduct its business; and
- b) it has unrestricted capacity, power and authorization to enter into this Agreement and fulfill the obligations set forth herein and consummate the operations contained herein.

13.15. The following schedule is an integral part of this Agreement:

- a) Schedule I - List of Documents

14. JURISDICTION

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

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. It replaces the General Service Terms and Conditions registered and microfilmed under number 48035 and is available at <http://ri.via.com.br/>.

São Caetano do Sul, January 5, 2022.

(Signatures on the next page)

VIA S.A.

Name: Orivaldo Padilha
Title: Chief Financial Officer

Name: Sergio Augusto França Leme
Title: Chief Supply Chain Officer

VVLOG LOGÍSTICA LTDA.

Name: Orivaldo Padilha
Title: Chief Financial Officer

Name: Sergio Augusto França Leme
Title: Chief Supply Chain Officer

CNOVA COMÉRCIO ELETRÔNICO S.A.

Name: Orivaldo Padilha
Title: Chief Financial Officer

Name: Sergio Augusto França Leme
Title: Chief Supply Chain Officer

INDÚSTRIA DE MÓVEIS BARTIRA LTDA.

Name: Orivaldo Padilha
Title: Chief Financial Officer

Name: Sergio Augusto França Leme
Title: Chief Supply Chain Officer

FUNDAÇÃO CASAS BAHIA

Name: Hélio Muniz Garcia
Title: Chief Executive Officer

BANQI INSTITUIÇÃO DE PAGAMENTO LTDA.

Name: Orivaldo Padilha
Title: Chief Financial Officer

Name: André Luiz Calabro
Title: Chief Financial Services Officer

ASAP LOG LTDA.

Name: Sergio Augusto França Leme
Title: Chief Supply Chain Officer

Name: David Rosa Alegre
Title: Treasury Officer

CELER PROCESSAMENTO COMÉRCIO E SERVIÇO LTDA.

Name: Alessandro Aparecido Mendes da Silva
Title: Accounting Officer

Name: André Luiz Calabro
Title: Chief Financial Services Officer

I9XP TECNOLOGIA E PARTICIPAÇÕES S.A.

Name: Edson de Oliveira Tavares
Title: Chief Technology Officer

Name: André Luiz Calabro
Title: Chief Financial Services Officer

SCHEDULE I
LIST OF DOCUMENTS

A) Monthly documents to be delivered by the SERVICE PROVIDER by the 23rd of each month or whenever requested by the CLIENT:

•	Timecard
•	<i>Certidão negativa de débitos trabalhistas</i> - Labor debt clearance certificate
•	Proof of payment of wages
•	Payroll
•	GPS - <i>Guia da Previdência Social</i> - Social Security Form
•	GRF - <i>Guia do Recolhimento FGTS</i> - Government Severance Indemnity Fund (FGTS) Payment Form
•	GRRF - <i>Guia do Recolhimento Rescisório do FGTS</i> - Government Severance Indemnity Fund (FGTS) Termination Payment Form
•	<i>Relação SEFIP</i> - List of Enterprise System for Payment of FGTS and Social Security Information
•	Instrument of termination of the employment contract and respective proof of payment of severance pay
•	List of active and terminated employees and those transferred to other companies
•	Vacation notice and vacation receipt
•	Pre-admission physical examination and termination physical examination
•	<i>Certidão de quitação dos débitos previdenciários</i> - Social security debt clearance certificate
•	Employee file
•	Proof of payment of the Christmas bonus

B) Sporadic documents to be delivered by the SERVICE PROVIDER whenever requested by the CLIENT:

•	<i>Certificado de regularidade do CRF</i> - FGTS regularity certificate - upon expiration of the certificate
•	Collective labor agreement/Collective bargaining agreement - upon expiration of the certificate
•	Articles of Incorporation - on the signature date
•	Contractual Instrument - on the signature date
•	Receipt of delivery of PPE, whenever there is supply/exchange
•	PPRA - <i>Programa de Prevenção dos Riscos Ambientais</i> - Program for the Prevention of Environmental Risks
•	PCMSO - <i>Programa de Controle Médico de Saúde Ocupacional</i> - Program for Medical Control of Occupational Health
•	Certificates of specific training (NR)
•	Periodic physical examination - ASO

C) Monthly documents for specific categories to be delivered to the CLIENT by the SERVICE PROVIDER that fits one of these categories by the 23rd of each month or whenever requested by the CLIENT:

Temporary Work
<ul style="list-style-type: none"> Registration with the National Labor Department of the Ministry of Labor and Social Security in the Temporary Work Company Registration System - SIRETT
<ul style="list-style-type: none"> Temporary employment contract, together with extension of the term
Individual Micro Entrepreneur - MEI
<ul style="list-style-type: none"> GPS - <i>Guia da Previdência Social</i> - Social Security Form
<ul style="list-style-type: none"> SEFIP with or without entries
<ul style="list-style-type: none"> Payroll (management compensation)
<ul style="list-style-type: none"> <i>Certidão negativa de débitos trabalhistas</i> - Labor debt clearance certificate
<ul style="list-style-type: none"> Invoice and proof of payment (service provision)
<ul style="list-style-type: none"> Service agreement (Service Provider x Client)

D) Occupational Health and Safety Documents to be delivered by the SERVICE PROVIDER to the CLIENT five (5) business days after the request:

<ul style="list-style-type: none"> A spreadsheet containing the company's name, corporate taxpayer's ID (CNPJ) and place of service, as well as information on the type of equipment, machines and tools used;
<ul style="list-style-type: none"> A spreadsheet containing a list of the workers engaged in the services, as well as their role and individual taxpayer's ID (CPF) number. Workers include employees, agents, aggregates, representatives or contractors directly or indirectly involved in the performance of this Agreement;
<ul style="list-style-type: none"> Copy of the employee file;
<ul style="list-style-type: none"> Duly signed PPE delivery form;
<ul style="list-style-type: none"> Specific courses/training delivered by a qualified/skilled professionals regarding Regulatory Standards (when applicable);
<ul style="list-style-type: none"> Environmental Risk Prevention Program (<i>Programa de Prevenção de Riscos Ambientais</i> - PPRA) of the place where the services will be provided;
<ul style="list-style-type: none"> Preliminary Risk Analysis (<i>Análise Preliminar de Riscos</i> - APR) (when applicable);
<ul style="list-style-type: none"> In-person Work Permit (<i>Permissão de Trabalho presencial</i> - PT) (when applicable);
<ul style="list-style-type: none"> Technical Responsibility Annotation (<i>Anotação de Responsabilidade Técnica</i> - ART) (when applicable);
<ul style="list-style-type: none"> Medical Control and Occupational Health Program (<i>Programa de Controle Médico e Saúde Ocupacional</i> - PCMSO) of the place where the services will be provided;
<ul style="list-style-type: none"> Occupational Health Certificate (<i>Atestado de Saúde Ocupacional</i> - ASO) specific for the activity to be carried out.