

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF GOODS AND SERVICES TO ENVU

1. General

1.1. Terms and conditions (hereinafter referred to as "GTC") are set forth below for the purchase of products by Envu or the provision of services (hereinafter referred to as "Products") to Envu to which vendors and service providers (hereinafter referred to as "Vendors") are subject, as detailed in the orders and/or purchase order and/or any request for supply/provision of services requested by any means (hereinafter referred to as "Purchase Order"), by Environmental Science do Brasil Ltda ("Envu"), jointly or individually.

1.2. The GTC are part and parcel of the Purchase Order. Acceptance of the Purchase Order also entails acceptance of all the terms of the GTC. The Vendor expressly declares its agreement with this document by signing, through its representatives, or by accepting a Purchase Order, by any means, including electronic/digital. Failure by the Vendor to expressly declare its opposition to the GTC within three (3) business days of receiving it shall be understood to be full acceptance of the Purchase Order and its terms.

1.3. The GTC may not be modified by verbal agreements or communications.

1.4. The proposals sent by Vendors to Envu shall be considered for the contracting set forth in the Purchase Order only in terms of the technical and/or commercial proposal (hereinafter "Proposal"), excluding any general contracting terms that are not technical, presented by the Vendor for the execution of the Purchase Order, attached and/or indicated therein. Any specifications and drawings attached to or referred to in that instrument shall be incorporated into the Purchase Order, including the Proposal, with regard exclusively to its technical and commercial content, of which they are part and parcel.

1.5. If there is any contradiction or divergence between these GTC and a contract or written agreement signed with the Vendor in relation to a particular subject, the terms and conditions of the contract and/or the written agreement signed by legal representatives of the companies shall always prevail, except with regard to the obligations and responsibilities set forth in Clauses 4, 5, 6, 9, 10, 11, and 14 below.

1.6. In the event of any contradiction between these GTC and the Vendor's proposal or general conditions, the terms set forth in these GTC shall always prevail, in particular with respect to the obligations and responsibilities set forth in Clauses 4, 5, 6, 9, 10, 11 and 14 below.

2. Delivery of products

2.1. The Vendor agrees to deliver to Envu Products consistent with the quantities, characteristics, form, location, term and price established in the Purchase Order, guaranteeing the quality of the Products, and agreeing, insofar as applicable, to absolve, hold harmless and/or defend Envu against any claims, fines, penalties or liability of any kind that it may receive as a consequence of the delivery of the Products in poor condition or without the corresponding approval.

2.1.1. Products inconsistent with the quantity, quality or conditions specified in this Purchase Order shall, at the discretion of Envu, be returned or rejected, with the Vendor liable for all costs incurred, including transportation costs.

2.2. The Vendor guarantees the supply of the items and/or services in accordance with the specifications of the Purchase Order, so that they serve the purpose for which they are intended, and are free of any defects, unsuitable qualities, deviations, etc., and shall be liable for any and all necessary repairs, returns and replacements, and resulting expenses for a minimum period of 12 (twelve) months for the services performed, unless otherwise specified in this Purchase Order or legal provision, from the date of their completion. When purchasing Products, the Vendor shall provide the warranty set out in this clause for the minimum warranty period granted by the Product manufacturer. The Vendor further agrees to offer the usual guarantees and after-sales services and to be liable for defects and/or hidden defects.

2.3. If Envu has to deliver materials to the Vendor to produce the Product, the latter shall be responsible for its quality control.

2.4. Products will not be received without the corresponding receipt/tax document, which must meet all legal requirements in addition to those required at the discretion of Envu.

2.5. Transportation of the Product must comply with current transit legislation. In all cases where the Product must be transported, the Vendor must obtain all the necessary authorizations. If applicable, the safety sheet, certificate of origin and certificate of analysis (indicating the lot, production date and expiration date of the lot delivered) must be delivered with the Products.

2.6. Delivery and receipt of the Products shall not entail acceptance thereof. Unless otherwise stated, Envu shall have a period of 90 (ninety) calendar days from receipt to refuse them. Once this period has passed without any declaration having been made, the Products shall be deemed to have been accepted.

2.7. When, for any of the reasons indicated in the GTC, the Product and/or the services ordered are refused in whole or part, the Vendor shall bear the resulting costs.

3. Price and payment currency

3.1. The prices set forth in the Purchase Order are understood to mean Products delivered, free of charges, to the place of delivery indicated in the Purchase Order duly packaged for storage, control or transport. In the case of services, they must be completed to the full satisfaction of Envu, within the agreed timeframe and at the specified location. The prices set forth in the Purchase Order are final and include all applicable taxes, detailing all taxes that must be borne by Envu for the provision of the services or sale of products.

3.2. The Purchase Order issued shall stipulate the applicable currency.

3.3. Unless expressly set forth in the Purchase Order, the price of the Products may not be indexed and shall be fixed and unadjustable, including all taxes and social charges levied, and all cost increases, including those relating to exchange rate changes, freight and insurance, shall be borne exclusively by the Vendor.

3.4. For the purposes of the provisions of this clause, Envu will make all legally prescribed deductions when making payment.

4. Invoicing and payment

4.1. Invoices must be paid within 75 (seventy-five) days from the date of receipt of the invoice by Envu, unless otherwise specified in the Purchase Order. Invoices must be e-mailed to vendorsBR@envu.com

and must clearly reference the Envu Purchase Order number. The payment period shall commence only after Envu has received both a valid invoice and the corresponding Products and/or Services. Envu is entitled to offset its receivables against the Vendor's payables.

4.2. All deliveries of Products must be made with the respective tax document, and the Vendor is solely responsible for presenting this document, including with regard to fines and other charges if it is not presented and, when delivering via a shipping company, the latter must also present the corresponding bill of lading upon delivery. The Purchase Order number must be included on the respective tax and/or commercial documents.

4.2.1. All billing documents must be addressed to Envu, at the location indicated on the Purchase Order. Invoices must always contain the dates for payment with and without discount. Expressions such as 'at sight', 'on presentation', 'immediately', 'in advance' will not be accepted, except when defined in writing by the parties, which will result in the billing documents being returned for reformulation, which shall not denote a delay in payment by Envu.

4.3. The tax document and/or invoice must be invoiced to the Envu branch where the service was provided and/or contracted, as defined in the Purchase Order. Otherwise, if it is presented at a different location, which may result in delays in Envu fulfilling its obligations, and Envu shall not be liable for any responsibility or burden of any nature whatsoever.

4.4. If the Product purchased is delivered in several stages, the Vendor must issue the Sales Invoice for each stage of delivery of the parts of the Product.

4.5. No addition will be made to the price due to the withholding of taxes and contributions required by law, so that the financial burden arising from any and all taxes and contributions that may be levied now or in the future relative to these GTC shall be the sole responsibility of the party defined in tax and social security legislation as the taxpayer, even if responsibility for their withholding and payment is attributed to the other party.

4.5.1. The calculation basis and applicable rate for the purposes of withholding taxes and/or contributions charged shall be determined in strict accordance with the legislation in force on the date of invoicing. The parts related to the materials and equipment used to execute these GTC and their respective Purchase Order(s) and/or the contract must be deducted from the gross value of the invoices, in order to establish the calculation basis for the withholding, in accordance with the conditions and percentages permitted by current legislation, and in accordance with the provisions of the Purchase Order and/or the contract, and it is necessary for the Vendor to present invoices showing the value of the material and/or equipment highlighted on its service invoices. If any deductions proposed by the Vendor are not consistent with the provisions of this clause, or if the required documents are not presented, Envu will withhold the gross amount of the invoice, at the rate it deems applicable, in accordance with current legislation at the time the services are provided.

4.6. The Vendor must notify Envu in writing 30 (thirty) days in advance of any change in the bank account it has indicated for payment of the price. If this notification is not sent, Envu will continue to make the respective payments to the bank account initially indicated by the Vendor and this shall not, for any reason, be considered a breach of its obligations. If the bank transfer cannot be made due to the closure

of the account indicated by the Vendor or for any reason unrelated to Envu, the Parties must agree on an alternative method of payment.

4.7. In order to avoid delays in payments, the Vendor must include on invoices and receipts the description of the Product as it appears on the Purchase Order and its respective number, as well as all the information required for these documents, in accordance with Envu internal guidelines and policies.

4.8. The Vendor assumes responsibility for keeping all the relevant documentation for the Products up to date in accordance with current legislation, so as to avoid incorrect withholdings, agreeing to provide Envu with the documentation it requests as soon as possible.

4.9. The Vendor may not assign the rights and/or obligations of the invoices generated by them, without prior written authorization of Envu. The Vendor agrees not to give these GTC or Purchase Order as security, or to issue, pledge, discount, issue duplicates or negotiate securities for the services provided or their supply to it, without Envu's written consent, being subject to the penalty of paying Envu a fine equivalent to double the amounts pledged or the securities issued, pledged, discounted, duplicates issued or otherwise negotiated.

4.10. Envu reserves the right to challenge or question the invoice and other billing-related documents at any time during the business relationship.

4.11. Unless otherwise stated in the Purchase Order, if an irregularity in the invoice submitted to Envu is noted, the respective payment will only be made in accordance with the weekly payment schedule on Fridays, after the document has been resubmitted and duly recorded in our system. Payment(s) for tax document(s) recorded in the system by Wednesday(s) will be made by Friday(s) of the same week. Otherwise, payment will be made the following week.

4.12. When providing Services, if there is an assignment or contract for labor, the Vendor must specify on the invoice and/or billing document the percentage of the price that refers to labor and to the materials used, detailing such materials, so that Envu withholds the percentage legally required in accordance with INSS - Instituto Nacional de Seguridade Social (Brazilian Social Security Institute) rules, in the absence of which the percentage described in specific legislation will be considered for withholding purposes.

5. Obligations, Guarantees and Liability of the Vendor

5.1. The Vendor agrees to perform its assigned service in accordance with applicable laws and regulations, including all laws relating to anti-bribery, anti-corruption, money laundering, labor, tax and social security, as well as current regulations and competition laws and/or supplementary regulations that may be issued in the future. Furthermore, the Vendor agrees not to offer any payment or benefit, directly or indirectly, to government officials, customers, business partners, healthcare professionals or any other person, with the intention of securing an undue benefit or an unfair commercial advantage; nor will it affect private or public decision-making, or the behavior of professionals, or induce anyone to violate professional duties or standards.

5.1.1. The Vendor must provide proof of compliance with the obligations specified in this clause to Envu before it commences execution of the Purchase Order and, subsequently, whenever requested by the latter. If it fails to do so, whether in terms of not providing proof or established breach, Envu will withhold the payments due until the respective obligation has been met.

5.2. The Vendor expressly acknowledges and accepts that the assignment, transfer, subcontracting, delegation, assignment and/or transfer of any of its rights or obligations under this agreement is prohibited without the prior written consent of Envu. Once subcontracting has been authorized, the Vendor shall remain liable: (a) for the quality of the services provided by such third parties and for full compliance with the obligations assigned to them; (b) for any and all damage caused by them and persons related to them to Envu, its employees or third parties related to it. The Purchase Order binds the parties and their respective successors and assigns. In the event of subcontracting, the Vendor shall remain solely and fully responsible for the obligations assumed herein vis-à-vis Envu.

5.2.1. In the case of the provision of services, the Vendor shall be responsible for keeping available to Envu, at no additional cost, an agent from its staff, who shall be responsible for guiding and overseeing the activities, control, technical and administrative management of its employees used in the execution and/or delivery of the Products, as the sole and exclusive employer and contractor in the case of subcontractors.

5.3. The Vendor shall guarantee Envu free supervision and control of the Products to be delivered and/or the work to be performed, and the Vendor shall provide all the facilities for this to be carried out.

5.4. The Vendor must notify Envu of any defect or imperfection of the Products delivered as soon as said defects or imperfections are identified by the Vendor.

5.5. If the Products delivered and/or the services do not comply with what has been agreed or show any imperfection, Envu may demand, at its discretion:

- (i) that the defect be remedied or Products be provided without defects, and/or
- (ii) to cancel the Purchase Order or reduce the purchase price under legal provisions, and/or
- (iii) compensation or reimbursement of the unnecessary expense. Choosing one of these options does not exclude the others.

5.6. The responsibility attributed to the Vendor in these GTC also includes any product manufactured by third parties contracted or subcontracted by the Vendor.

5.7. If the Vendor is notified of a defect, the warranty time limit will be extended to the time between notification and repair of the defect. If the Product delivered by the Vendor is completely replaced by a new one, the time limit will recommence; if the Product has been partially replaced, the warranty period for the new parts will recommence.

5.8. Products or services subject to a warranty claim shall be available to Envu until replacements are made.

5.9. In emergency cases, or if the Vendor fails to repair or there is a defect in the repair, Envu may remove it itself and reduce the payment to the Vendor or avail itself of one of the rights and guarantees specified in these GTC.

5.10. Envu's acceptance of the Products and/or the Vendor's services shall not affect the Vendor's warranty obligations.

- 5.11. The Vendor must take out, where applicable and at its own cost, civil liability insurance covering any damage caused by the Vendor and its employees and/or subcontractors as a result of the Products and/or the services delivered and/or provided. The Vendor must provide Envu with a copy of the policy indicating the amount insured for each loss whenever Envu so requests. In addition, the Vendor must take out insurance for the transportation of the Products, which in all cases shall be borne by it, unless otherwise agreed.
- 5.12. Any machinery, device, etc. provided to Envu on loan for use shall be insured by the Vendor against the usual risks. Any other liability of Envu relative to such machines, devices, etc. or damage shall be excluded, unless caused willfully or through negligence.
- 5.13. The Vendor shall choose the most favorable and most convenient mode of transport to Envu, unless there are specific instructions to the contrary from Envu in this regard.
- 5.14. The Vendor shall always pack, mark and ship hazardous Products in accordance with the appropriate national or international regulations. The documents accompanying these Products will show any details required by transportation rules and regulations.
- 5.15. The Vendor shall be liable for any damage caused by failure to comply with these provisions and shall pay any costs arising from such noncompliance. It shall also be responsible for ensuring that these shipping requirements are fulfilled by its subcontractors.
- 5.16. Any shipment of Products for which Envu cannot accept delivery due to noncompliance with these provisions shall be stored at the Vendor's expense and risk. Envu shall be entitled to check the content and condition of such shipments.
- 5.17. The transfer of ownership of the Products or goods supplied by the Vendor shall be made insofar as Envu accepts them to its full satisfaction, and the Vendor assumes the risk of their loss until they are delivered to the full satisfaction of Envu.
- 5.18. The Vendor guarantees that there shall be no infringement of patents, licenses or intellectual property rights of third parties as a result of the delivery and/or use of the Products. In this vein, any amount owed as a result of the license and/or assignment of these rights shall be borne exclusively by the Vendor.
- 5.19. The molds, models, tools, films, specified drawings, reproductions, drafts and/or final versions, which may have been made by the Vendor to enable it to execute the Purchase Order, are part of the total amount to be paid by Envu for the execution of the Purchase Order.
- 5.19.1. The molds, models, tools, films, specified drawings, reproductions, drafts and/or final versions shall be the property of Envu, even if they are in the Vendor's possession. The Vendor shall be bound to deliver them upon Envu's request, and to carry out the respective transfer of ownership, where applicable, upon completion of the supply that is the subject of this Purchase Order.
- 5.20. The Vendor shall deliver to Envu in a timely manner, at no cost to Envu, and with no special request necessary, all documentation required for the use, installation, process, storage, operation, service, inspection, maintenance or repair of the Products.

5.21. The Vendor shall be liable for and shall hold Envu harmless against any loss, damage or penalty incurred as a consequence of the Vendor's breach or nonperformance of any of the obligations stipulated in these GTC.

5.22. The Vendor must not refer, directly or indirectly, to Envu, the Purchase Order, the Services and/or Products contracted herein, for any type of disclosure, promotion or publication, unless expressly authorized in writing by Envu.

5.23. The Vendor shall, at all times, have full and exclusive responsibility for conducting its business, and no employment relationship shall exist between Envu, the Vendor and/or its third parties and/or subcontractors, acting as an independent company at its own risk. The Vendor shall deliver the Product in full compliance with the normal and specific activities of its commercial operation.

5.24. If contract work, maintenance, inspection, repairs, etc. are carried out at any of Envu's facilities, such work must comply with Envu's Safety Regulations. This documentation shall be provided at the start of the work or must be requested from Envu's Safety Department. Envu shall not be responsible for any property of the Vendor or its personnel that is used on Envu's premises for the delivery of the Products.

5.25. The Vendor shall be fully responsible for the payment of salaries, social charges and the registration of its employees and/or third parties used to carry out its obligations with an Occupational Risk Insurer, as well as for compliance with other obligations arising from labor, social security and tax laws. Upon Envu's request, the Vendor must acknowledge compliance with the labor charges, providing for this purpose copies of the corresponding documentation upon Envu's request. If this requirement is not met, Envu will be automatically authorized to terminate the effects of the Purchase Order due to the exclusive fraud of the Vendor, without prior notice and without this giving rise to any right to compensation for the Vendor.

5.26. The Vendor shall assume all labor, social security and tax responsibilities, including those arising from changes in the current legislation, relative to its personnel and subcontractors. In the event of a labor claim involving services provided to Envu, the Vendor will try to exempt it and, if unsuccessful, if Envu is ordered to pay any amounts, including, but not limited to, legal fees, Envu shall be entitled to offset the amounts receivable of the Vendor against the amount paid or request reimbursement of the amount at its sole discretion, within a non-extendable period of 10 (ten) business days from the date of the effective payment. These expenses shall be adjusted for inflation based on the changes in the IGP-M/FGV [General Price Index/Getulio Varga Foundation], from the date of payment to the date of their reimbursement.

5.27. Envu and the Vendor declare that there is no relationship of control or participation between them, nor are they related companies.

5.28. The Vendor is bound to allow checks and/or audits in all cases in which Envu so requires, which may be scheduled or unexpected, depending on what Envu has available. Envu is entitled to inspect the Products and/or Services when they are performed at Envu's premises and/or on the Vendor's premises, in order to verify due compliance with all the terms agreed upon herein. Payment of the Purchase Order will be proportional to the actual delivery by the Vendor of the Products and/or Services.

5.29. If trials/tests are required for the Products, the Vendor shall absorb the costs of such trials/tests, including its personnel costs. Such costs may be absorbed by Envu provided they are negotiated in advance and included in the Purchase Order.

5.30. If, due to any defect found in the Products, it is necessary to repeat the tests/trials or it leads to additional tests/trials, the Vendor shall pay all personnel costs and other related costs. The Vendor shall also pay all personnel costs and other costs incurred in connection with the testing/trial of the materials used by it in the performance of the order.

5.31. Without prejudice to the other obligations assumed in this Purchase Order or as a result of the law, the Vendor is bound to:

(i) Keep as its employees all the labor necessary to fulfill the Purchase Order, paying them their salaries or any other compensation owed and being responsible for all the respective tax, labor, social security and insurance charges, showing Envu the respective receipts whenever it requests. If it fails to do so, whether in terms of not providing proof or established breach, Envu will withhold the payments due until the respective obligation is fulfilled;

(ii) To be liable, during and after the term of the Purchase Order, for any claim by its employees and/or contracted personnel against Envu or its affiliates due to the performance of the services;

(iii) Compensate Envu for any expenses it may incur as a result of breach of the obligations assumed herein;

(iv) Take responsibility for occupational risks and accidents that occur with its employees/contracted personnel in the performance of the services and/or delivery of the products;

(v) Adopt its own professional identity for use of its employees/personnel in the performance of the services;

(vi) When carrying out the services on Envu's premises, obey and ensure that its employees/contracted personnel obey Envu's rules and instructions relating to quality, health, the environment and safety, as well as keeping the locations where the products are delivered and/or the services are performed clean and in perfect condition for use;

(vii) Make proper use of all tangible and intangible assets made available to them by Envu to perform the services, following, where applicable, the relevant technical guidelines;

(viii) To be responsible, in terms of the compensation owed, for any damage and injury caused to Envu or third parties during the fulfillment of this Purchase Order, including by its subcontractors;

(ix) To be liable for the charges arising from any labor claims and suits brought by its employees or contracted personnel against Envu as a result of the performance of the services contracted herein;

(x) Hold harmless and compensate Envu, where applicable, in relation to any claims, losses, proceedings, actions and demands arising from the Items supplied by it, or from failure to comply with the terms and conditions set out herein and/or current legislation;

(xi) Obtain any and all legal authorizations necessary for the perfect execution of the Purchase Order.

6. Intellectual Property, Patents and Third Party Rights, Drawings, Tools, Molds, Dies

6.1. The Vendor agrees that all rights to the creations resulting from this contract, whether copyright or industrial property in nature, shall irrevocably and irreversibly belong to Envu, free of charge, and Envu may use, enjoy and dispose of them in any way, without any restriction, including space, language,

territory, time, number of copies, number of releases, transmissions, retransmissions, editions, reissues, printings and dissemination, with no compensation to the Vendor for intellectual property rights, and it may also reproduce and register and/or patent in its own name or that of third parties indicated by it, at any time and place, in Brazil or abroad, free of charge, with the Vendor bound to sign the documents and collaborate in whatever is necessary to transfer the rights and obtain the registration or patent. Any and all industrial property material or items provided by Envu to the Vendor shall remain the exclusive property of Envu and must not be used for any purposes other than those provided for in the Purchase Order or the contract, and shall be returned to Envu immediately upon request.

6.1.1. The Vendor shall be responsible for obtaining from its employees, administrators, collaborators and service providers the assignment of intellectual property rights necessary to comply with the provisions of the above item.

6.2. The Vendor hereby acknowledges and agrees to respect the intellectual property of Envu Intellectual Property and/or any company belonging to the same economic group as Envu, as the owner of the rights, and of Envu, as the licensee, over the trademarks indirectly or directly related to the object of the services or supply, as well as Envu's right to develop, secure, register, license, sublicense, use and reproduce the same, which relate to marketing, advertising and promotion in Brazil.

6.3. The Vendor is prohibited from using its commercial relationship with Envu for any advertising purposes, whether in printed form or by other means of dissemination, except with the prior written agreement of Envu. Furthermore, the Vendor shall not use the Envu name, brands, logos or designs owned by Envu or its affiliated companies, without the prior written consent of Envu.

6.4. Industrial designs, plans, utility models, inventions, any information or documents delivered by Envu to the Vendor or that were prepared by the Vendor as a result of the Contract and/or with the use of resources, means, data, materials, facilities or equipment provided by Envu, shall remain the exclusive property of Envu and shall not be used for any purposes other than those set forth in the Contract, and must be returned to Envu immediately upon request.

7. Default and noncompliance

7.1. Except in the cases already set forth in the GTC, in the event of default, the injured party, where applicable, must notify the other party in writing so that the latter can take the necessary steps to remedy the default within a maximum period of 30 (thirty) calendar days from the date of receipt of said notification. If the default is not applicable or is not remedied, the injured party may terminate this Purchase Order by simple notification of the party in default, without prejudice to any compensation for loss and damage/loss of profits owed by the latter.

7.2. If the Vendor fails to deliver the Product(s) required by a Purchase Order, Envu shall be entitled to deduct the equivalent of two percent (2%) from the invoice corresponding to the Product(s) delivered late, for each day of delay in delivery, as a penalty.

7.3. In addition to the previous item, Envu reserves the right to terminate the Purchase Order in whole or part if the Vendor fails to comply with the terms of the Purchase Order and/or the GTC.

8. Tolerance

8.1. The fact that Envu does not, at any time, require the Vendor to comply with any of the provisions set forth in these GTC shall not affect in any way its right to require such compliance at any time in the future.

8.2. Envu's failure to exercise its rights and powers does not entail any waiver thereof, and it reserves the right to exercise them at any time it deems appropriate.

8.3. Any tolerance on the part of the parties shall be considered a mere release and shall not constitute a novation, invocable precedent, waiver or loss of any rights or right acquired by the other party.

9. Term/Expiration Date and Validity

9.1. Unless expressly provided otherwise and except in the case of the purchase of products or materials, the Purchase Order shall enter into force on the date of signature and will be in force for a period of 12 (twelve) months; it may be terminated by either party at any time, without charges, by providing 30 (thirty) days' written notice.

9.2. If any of the provisions of these GTC and/or the Purchase Order are invalid under any current or future law, the remaining provisions shall remain in force in all other respects.

9.3. These GTC are valid until final delivery/execution of the Product.

10. Confidentiality and Data Privacy

10.1 The Vendor shall use the information and/or documentation (written or verbal or by any means) to which it has access by virtue of the issuance, execution and/or completion of these GTC and/or the Purchase Order or the commercial relationship arising therefrom, in accordance with the legislation in force in the territory pertaining to confidentiality and data privacy, and may not use it for its own benefit and/or that of third parties.

10.2. The Vendor shall take the necessary precautions to maintain its confidentiality during and after its relationship with Envu.

10.3. For further clarification, any material, document, information and/or intellectual property right and/or know-how owned by Envu that is delivered and/or brought to the Vendor's attention as a consequence of the Purchase Order shall remain in Envu's possession and must not be used for purposes other than those expressly agreed, or reproduced or delivered to third parties by the Vendor.

10.4. The Vendor must deliver to Envu, when it provides them, all materials, their copies and/or duplicates issued without any restriction or delay.

10.5. In the event of a breach of the confidentiality assumed by the vendor, Envu will have the right to claim damages, without prejudice to the actions it may take and the applicable criminal rules for breach of confidentiality, if applicable.

10.6. In order to provide the Services as agreed under this Agreement, the Vendor may have contact with personal data of interest to Envu, i.e. any information relating to an identified or identifiable person or company, such as, but not limited to: names, personal telephone numbers, contact information (e.g.: address, e-mail address, work telephone number, mobile telephone number, fax number), work

assignments, bank details, employment status, company organizational data, Information Technology data (e.g.: access codes, usage data, last login dates, incident data), electronic messaging communication details, service requests or any other information relating to the relevant business of Envu employees, customers, vendors or contractors (persons or institutions) (the "Personal Data"). In particular with regard to Personal Data, the Vendor may collect, process and use the Personal Data on behalf and at the direction of Envu. The Vendor must, however, use the Personal Data exclusively within the scope necessary to provide the Services that are the subject of this Contract.

10.7. With regard to the protection of information and data privacy, including Personal Data, the Vendor guarantees that the performance of the Services that are the subject of this Contract will comply with the security standards required by the applicable legislation in force, especially the Brazilian Civil Rights Framework for the Internet No. 12.965/14, the General Data Protection Regulation No. 13.709/18, and the security specifications set forth in the ISO/IEC 27001 standards, applicable specifically to the scope of the subject of this Contract, ISAE 3402, SOC 2 and SOC 3, thereby offering guarantees as to the availability, integrity and confidentiality of the information obtained, processed, traded and stored.

10.8. To the extent that the Vendor collects, processes and/or uses Personal Data on behalf of Envu, the Vendor must:

- (i) process them only in accordance with Envu's instructions and in compliance with the legal obligations applicable in Brazil and in all relevant countries and/or jurisdictions;
- (ii) adopt, maintain and enforce appropriate security policies, such as, but not limited to (a) access control, (b) data entry control, (c) data transfer and processing control, and (d) availability control;
- (iii) protect and safeguard Envu's Personal Data as if it were its own; and
- (iv) confirm that it has obtained all legally required authorizations to transfer any Envu Personal Data within the Vendor's organization.

10.9. All subcontracts or agreements that the Vendor may enter into in connection with this contract must contain provisions similar to this one with regard to Personal Data protection.

10.10. Notwithstanding the duty of each party to comply with their respective obligations under privacy and/or data protection laws, the Vendor shall also be responsible for (i) using the Personal Data in accordance with the provisions contained in the data protection legislation in force and (ii) imposing on its employees and other persons involved in data processing a ban on the unauthorized collection, processing or use of Personal Data.

10.11. The Vendor must not respond to any external requests for information, and must notify Envu immediately when any such request occurs. Data confidentiality shall survive the expiration, termination or cancellation of this contract.

10.12. The Vendor is bound to comply with requests for Envu Personal Data to be corrected, erased, blocked and/or transferred to third parties within 5 business days. Envu has the right to instruct the Vendor at any time regarding the type, extent and procedures for the use of the Personal Data.

10.13. Envu reserves the right, prior to the commencement of any data processing on behalf of Envu and at regular intervals thereafter, to audit the technical and organizational measures implemented by the

Vendor. The Vendor must, at Envu's request, submit any and all information, documentation and other media necessary to conduct an audit. In the course of such an audit, Envu may, at its sole discretion, not limited to this measure, during normal business hours and without interrupting the Vendor's business operations, conduct an on-site inspection of the Vendor's business operations or have the same conducted by a qualified third party.

10.14. The Vendor shall be liable for compensating any person who has suffered damage as a result of any exclusive breach of the provisions contained in this Clause. If Envu is required to pay any costs, charges, expenses or compensation in this respect, it must be reimbursed by the Vendor within 10 (ten) days of receipt of notice to this effect.

10.15. At the end of the Contract, whatever the cause, or while it is in force, within 15 (fifteen) days of Envu's written request, the Vendor is bound to return to Envu or demonstrably destroy all Confidential Information (and the media on which such information is recorded) granted to it on the basis of this Contract, including all backups made during the term of this instrument, without the ability to retain any copies thereof. The termination of this Contract between the parties, for any reason, immediately revokes any authorization to use and process the Personal Data, and the Vendor is expressly prohibited from using it for any purpose other than that set forth in the Contract, under penalty of civil and criminal liability.

11. Information Security

11.1. With respect to the protection of information and data privacy, the Vendor, where applicable, guarantees that the service provider it hires to make the Product(s) that is(are) the subject of the Purchase Order and/or contract shall comply with the security standards required by the applicable legislation in force, in particular the Brazilian Civil Rights Framework for the Internet No. 12.965/14, and the security specifications set forth in ISO/IEC 27001, applicable specifically to the scope of the subject of this Contract, ISAE 3402, SOC 2 and SOC 3, and any subsequent legislative updates, thereby providing guarantees as to the availability, integrity and confidentiality of the information obtained, processed, traded and stored.

11.2. Whenever the Products require access to Envu's computer systems, the Parties shall jointly establish the accesses necessary to carry out such activities.

11.3. The Vendor must follow the procedures (encryption, access controls, security levels, among other measures) indicated by Envu in relation to the treatment and handling of Envu's information. These precautions may only be abandoned or altered by written notice from Envu.

12. Pharmacovigilance (where applicable)

12.1. If the Vendor becomes aware of adverse events, adverse reactions or other relevant safety information concerning Envu's medicinal products, or receives technical complaints about said products, it must inform Envu as soon as possible and under no circumstances later than one (1) business day after becoming aware of them.

13. Consent

13.1. The Vendor hereby and in compliance with current legislation expressly authorizes Envu to use, transfer and share with third parties (including other companies in its Economic Group), the information that may be extracted from this commercial relationship, in order to be stored, processed, analyzed

and/or used for the purpose of carrying out the aforementioned commercial relationship and so that Envu can fully develop its corporate purpose.

14. Compliance with laws and anti-corruption.

14.1. The Vendor declares, through its partners, directors, employees, trainees, agents and/or subcontractors, that:

14.2. It will perform any activities relating to this Contract in a manner consistent with applicable laws and regulations, including any Anti-Corruption and Anti-Trust Laws.

14.3. It has not offered, promised or authorized, nor will it offer, promise or authorize, gifts, donations or payments, directly or indirectly, in any amount or anything of value for the benefit of customers, business partners, healthcare professionals or any other person, with the aim of securing an undue benefit or unfair commercial advantage, influencing the making of a particular medical decision or prescription, or inducing someone to violate professional duties or rules.

14.4. It has not offered, promised or authorized, nor will it offer, promise or authorize, gifts, donations or payments, directly or indirectly, of any amount or anything of value for the benefit of any Official, with the aim of improperly influencing any act, omission or decision of that Official, with a view to obtaining or retaining business or advantages and/or inducing anyone to carry out activities that violate, even potentially, any Anti-Corruption Law, including practice of the conduct set forth in Article 5 of Law 12.846/2013.

14.5. Is not, directly or indirectly (i) under investigation or monitored due to a complaint related to non-compliance with the Anti-Corruption Law; (ii) subject to ongoing judicial and/or administrative proceedings or convicted on charges of violation of the Anti-Corruption Law; (iii) punished, listed as unfit or prohibited or with restricted rights to contract with any Government Official; (iv) subject to economic and business restrictions or sanctions by any Government Official; (v) publicly accused or suspected of corrupt practices or harmful acts against the government.

14.6. No Director, Partner or Shareholder of the Vendor is an Official, and no Official has any right or interest in any payment or anything of value provided by Envu to the Vendor.

14.7. It does not or will not engage in, in the public tenders and/or contracts in which it participates or will participate, including but not limited to those involving Envu Products, any of the conduct set forth in Article 5, Item IV, of Law 12.846/2013

14.8. For the purposes of this Clause, "Official" means any authority, employee, agent, representative or any other person, acting officially or on behalf of (i) any body or entity of the national or foreign, federal, state or municipal government; (ii) any political party or candidate; or (iii) any public international organization.

14.9. For the purposes of this Clause, "Anti-Corruption Law" means:

- (i) the "US Foreign Corrupt Practices Act – FCPA," of 1977;
- (ii) the "UK Bribery Act" of 2010;
- (iii) Law 12.486/2013; or

(iv) any other federal, state or municipal law or decree that in any way regulates the subject of "Anti-Corruption."

14.10. The Vendor shall immediately report to Envu, in writing, any suspected or noted breach of the above principles, when relating to Envu's business and, in such cases, it shall cooperate fully with Envu in examining the matter.

14.11. If Envu becomes aware or has sufficient evidence to believe that the Vendor has violated any of the aforementioned principles, Envu may terminate the contract immediately. In the event of termination in accordance with this Clause, the Vendor shall not be entitled to any compensation or additional payment due to such termination.

14.12. During the term of this Contract and for a period of one (1) year after its termination, Envu or its duly authorized external auditors, upon reasonable notice to the Vendor and at Envu's expense, shall have the right to examine and copy books, recordings and other documents or materials relating to the performance of this Contract, with the exception of information related to wages, for the sole purpose of verifying that the Vendor is in compliance with the Compliance obligations set forth in this Clause.

15. Human Rights

15.1. Envu adheres to and respects human rights wherever it operates, both internally and in its external sphere of influence. Therefore, the Vendor is bound to behave in a fair and legal manner, agreeing to respect and promote respect for human rights, also in its supply chain. It shall be the Vendor's duty to ensure that safety measures are taken by the personnel assigned to it, so that the obligations set forth in the Purchase Order are fulfilled. This includes, among other things, the safe control of work tools and the provision of appropriate safety equipment to employees, where appropriate. Envu's position on human rights is unequivocal and, consequently, the Vendor agrees to: (i) not employ minors under 16 (sixteen) years of age, unless they are apprentices, in which case only from 14 (fourteen) years old, and require sub-vendors authorized by Envu to comply with this obligation; (ii) not employ minors under Envu [sic] 18 (eighteen) years of age to work at night, [or] in dangerous or unhealthy conditions, and require sub-vendors authorized by Envu to comply with this obligation; and (iii) not exploit, under any circumstances, work analogous to slavery or child labor and not employ adolescents in night, dangerous or unhealthy activities, in accordance with Law No. 8.069/90 - Child and Adolescent Statute.

16. Vendor code of conduct

16.1. The Vendor declares that it is aware of the content of the Envu Vendor Code of Conduct, which is available at the link <https://www.envu.com/footer/procurement/code-of-conduct>, and agrees to carry out the supply/provision of services in accordance with it. Envu shall have the right, from time to time and at its own discretion, to audit the Vendor's compliance with this Code, either by means of an evaluation (online, printed questionnaire or otherwise defined by Envu) or an on-site audit, to be conducted directly by Envu or a third party appointed by Envu.

17. Acts of God or Force Majeure

17.1. Neither party shall be considered liable, or subject to sanctions for nonperformance or delay [in fulfilling] its obligations under these GTC and/or the Purchase Order, when said nonperformance or delay is due to an act of God or force majeure, in accordance with current legislation. The following, among

others, shall be considered acts of God or force majeure: war, insurgency, acts of terrorism, kidnapping, riots, disturbances, picketing, fire, flood, fear, earthquakes, erosion, disasters, pandemics, changes in laws or regulations (not limited to exchange regulations) or, in general, any cause beyond the control of either party or not attributable to them, whenever it is not possible to deliver the Products. In such a case, the affected party shall communicate said situation to the other within five (5) business days following the event, including all available information relating thereto, to the extent that circumstances permit. For the purposes of this clause, strikes shall not be considered acts of God or force majeure, unless they concern unforeseen or unforeseeable labor movements or the entire industry involved in the delivery of the Products.

18. Notifications and applicable law

18.1. All notices or information sent in connection with the Purchase Order must be sent in writing and by any means that ensures receipt, with an acknowledgement of receipt. For these purposes, the Vendor and Envu shall establish their domicile at that recorded in the Purchase Order.

18.2. The Parties shall put forth their best efforts to amicably settle any doubts or controversies arising from the interpretation of the clauses of these GTC, as well as any other issues concerning the relations established between the Parties ("Dispute"). However, if it is not possible to reach an amicable solution within 20 (twenty) days from the date of notification by one Party to the other of the existence of a Dispute, the matter shall be submitted to the courts. The Parties elect the laws of the Federative Republic of Brazil, the jurisdiction of the Brazilian Judiciary and, specifically, the Capital of the State of São Paulo, to settle any issues or disputes arising from these Terms and Conditions, to the exclusion of any other, however privileged.

18.3. The Parties agree that the "1980 United Nations Convention on Contracts for the International Sale of Goods" shall not apply to these GTC, or any sale of Products between the Vendor and Envu.