

## SPECIAL CONTRACTUAL CLAUSES

TCP aims to promote the highest ethical values in its own activities, including when choosing its business partners, therefore, it is part of TCP's mission to use its influence and ensure, whenever possible, the promotion and adoption of the best principles, values and goals related to social and environmental responsibility and business ethics.

TCP expects its partners to share and incorporate TCP values and a commitment to integrity to build a lasting business relationship. It is its role to carry out its activities within the principles of ethics and the duties that the law imposes, especially with regard to taking precautionary measures in order to avoid risks, uncertainties and losses for its company, TCP or third parties.

These special clauses are for "COMMERCIAL PARTNERS", which cover all persons and companies that do business and partnerships, whether they are customers, suppliers of goods, service providers or are involved in any other type of contractual relationship with TCP - TERMINAL DE CONÊINERES DE PARANAGUÁ S.A., TCP PARTICIPAÇÕES S.A. and/or TCP LOG S.A.

Acceptance of the conditions described herein is a prerequisite for all contracts signed with TCP. Therefore, when accepting a Purchase Order, entering into a Contract or creating any partnership with TCP, these provisions will automatically be incorporated as part of the Contract and you affirm your commitment to comply with them.

## 2. ENVIRONMENTAL RESPONSIBILITY

We believe in the development of TCP in a responsible and sustainable way, since we build the trust of our customers, society in general and our business partners. Our COMMERCIAL PARTNERS are an integral part of our sustainability journey and we can never be successful without our partners and suppliers in the value chain.

2.1 The COMMERCIAL PARTNER is committed to observing the laws of environmental preservation, as well as to develop its activities respecting the current environmental norms, always preventing the occurrence of environmental impacts, exonerating and reimbursing **TCP** from any and all liability and/or costs arising from environmental damage.

2.2 The COMMERCIAL PARTNER must know and enforce **TCP's Environmental Policy**: *"TCP – Terminal de Contêineres de Paranaguá remains committed to operating its activities with a focus on protecting the environment, including pollution prevention, with its employees, local communities and other interested parties. We are also committed to complying with current legislation and other requirements defined by us that relate to the environmental aspects of our activity, seeking, through the provision of necessary resources, to continuously improve our environmental performance, ensuring the maintenance of our objectives and goals."*

2.3 Seeking environmental protection, as well as compliance with applicable regulations and other subscribed requirements, COMMERCIAL PARTNERS undertake to follow the following guidelines:

- Obtain, keep updated and fully follow the guidelines related to the reporting of all required environmental licenses, ensuring that records are always in compliance with legal requirements, when signing the partnership, contract and/or purchase order, as well as throughout the period in which there is a contractual relationship with TCP;
- Ensure compliance with current legislation, technical standards and guidelines established by licensing bodies, such as the Maritime Authority, APPA - Paranaguá and Antonina Ports Administration, as a Port Authority, or even other legislation applicable to the activities of the COMMERCIAL PARTNER;
- Ensure that the environmental practices carried out occur in order to eliminate or reduce any possible negative environmental impacts, as well as, optimizing the consumption of natural resources, including energy and water;

- Schedule the adoption of environmentally appropriate operating practices and comply with the procedures established by TCP;
- Perform actions aimed at the health and safety of employees directly and indirectly involved with the activity;
- Check the use of Personal Protective Equipment - PPE's and Collective Protective Equipment - CPE's by the employees involved in the service, based on the applicable legislation, especially in the Regulatory Norms of the Ministry of Labor.

2.4 Especially when on TCP's premises, COMMERCIAL PARTNERS must guarantee the following items in their activities:

- a) All employees, regardless of their employment relationship, must act in accordance with the requirements expressed in the Environmental Policy indicated in Clause 2.2;
- b) All employees, regardless of their employment relationship, must respect TCP's PGRS (Solid Waste Management Plan) and dispose of waste correctly according to the indicated segregation;
- c) All maintenance carried out within TCP must be carried out in an appropriate area (containment area) authorized by the Environmental Department of TCP;
- d) All activities must be carried out in a way that minimizes their environmental impact, as shown in the spreadsheets for surveying aspects and impacts available at TCP's facilities;
- e) The use of chemicals that are harmful to the ozone layer is prohibited;
- f) All chemical products, regardless of their dangerousness, must be accompanied by the respective MSDS – Material Safety Data Sheet;
- g) In the event of causing any unforeseen environmental impact during the performance of a service, the COMMERCIAL PARTNER must immediately inform TCP's Environmental Department, so that appropriate measures can be taken;
- h) All removal of waste from TCP must be accompanied by the respective Transport Manifest (MTR), containing the signature of the Environmental Department of TCP;
- i) No hazardous waste can be disposed of on or under the ground;
- j) It is forbidden to discard any liquid waste, dangerous or not, in rainwater networks. The disposal of liquid waste in the sewage network will only be allowed when authorized by TCP's Environmental Department;
- k) The reverse logistics of the packaging of chemical products is the responsibility of the COMMERCIAL PARTNER hired in accordance with the environmental law in force and must be reported to the Environmental Department of TCP;
- l) In the case of COMMERCIAL PARTNERS for the final destination of waste (solid waste, reuse and recycling, specific landfills, co-processing), all necessary environmental documentation must be submitted as required by TCP, either during the contracting process or during the provision of services.

2.5 Environmental responsibility is considered to be inherent in any services performed on TCP's premises, where all work must be performed in order to prevent or reduce negative environmental impacts. Neither the urgency, nor the importance, nor the alleged unavailability of means or resources, nor any other reasons can be invoked by the COMMERCIAL PARTNER to justify any improper conduct that represents the breach of environmental responsibilities.

2.6 TCP reserves the right to carry out the environmental control and approval of the COMMERCIAL PARTNERS, therefore, TCP may request, at its exclusive periodicity and adequacy criteria, any and all documentation necessary to prove the operational and environmental regularity of the COMMERCIAL PARTNERS, such as, but not limited to, AVCB - Fire Department Inspection Certificate, Operating Permit, Sanitary License, Environmental Operation License, among others.

2.7 Any breach of the obligations, declarations and warranties stipulated in this document will be considered a serious breach of the contract, so that TCP may, depending on the severity and at its sole discretion: i) issue guidelines or notice of infringement and request action plans; ii) suspend/paralyze/interdict activities with cause until satisfactory regularization, including, in this case, with

payment retention and regardless of compliance with the schedule of activities in progress; iii) or terminate any Contracts on a motivated basis, in all cases without prejudice to contractual penalties and possible losses and damages.

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**TCP – TERMINAL DE CONTÊINERES DE PARANAGUÁ S.A.**

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