

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.

3. BUSINESS INTEGRITY

Seeking the highest ethical principles, COMMERCIAL PARTNERS must comply with all ethical trade regulations applicable in the countries in which they operate, as well as with the provisions of this instrument.

3.1 The COMMERCIAL PARTNER, by itself, its administrators, employees and representatives must be aware of and act in accordance with the provisions contained in Law 12.846/13, and in what were applicable, other laws and International treaties applicable to its activities, such as, but not limited to the Inter-American Convention against Corruption (OAS Convention), the United Nations Convention against Corruption (United Nations Convention), and the Convention on the Fight against Corruption of Foreign Public Officials in International Business Transactions (OECD Convention) adopting anti-corruption practices throughout the term of the eventual commercial relationship with TCP.

3.2 In carrying out their activities, COMMERCIAL PARTNERS must abstain from the following practices:

- Practice any act of bribery, payment for influence, kickback or other illegal payment, or in a similar, or comparable manner, to any person or public entity (including but not limited to government authority, public official or candidate for political office), regardless of form, in cash, goods, or services in its name or on behalf of TCP, which constitutes an undue advantage or, still, illegal practice. An "undue advantage" is considered to be the personal benefit of entities or persons whose purpose is an undue or inappropriate result, which would not have occurred if not for the undue advantage.
- Finance, sponsor or in any way subsidize the practice of illegal acts;
- Use an intermediary (natural or legal person) to hide its real interests or the identity of the beneficiaries of the acts performed;
- To frustrate or defraud, through adjustment, combination or any other way, the competitive nature of a bidding procedure, as well as prevent, disturb or defraud the resulting process or contract;
- Take actions to obtain undue, fraudulent or unauthorized advantage or benefit by law of modifications or extensions of contracts entered into with public administration in public notice or in the respective contractual instruments;

- Interfering with fair competition, disregarding applicable antitrust laws, conducting monopoly practices and/or trying to manipulate market prices;
- Participate in activities that legitimize criminal profits by means such as disguising or hiding the sources and nature of the profits or providing any assistance to such operations (money laundering);
- Perform acts that may constitute a violation of the applicable anti-corruption and anti-competitive legislation, even if not expressly mentioned in this document.

3.3 The COMMERCIAL PARTNER, if it does not already have it at the present date, undertakes to implement its own system to avoid the risk of corruption and influence peddling within the scope of its respective activities, including anonymous complaint mechanisms, as well as, undertakes to provide TCP, upon its first and reasonable demand, with all information that may enable it to ensure that it complies with the provisions of this document.

3.4 If the COMMERCIAL PARTNER or any of its representatives becomes investigated, accused or denounced for any act in this related document, it must notify TCP within a maximum of five (5) working days of its knowledge, committing itself to provide information on the progress of these processes in the same period mentioned above, counted from the receipt of the request by TCP.

3.5 In the event of condemnation of the COMMERCIAL PARTNER or any of its representatives, in any instance, for acts contrary to this title, the latter must hire, at its expense, an audit firm appointed by TCP to verify whether the offense has contaminated any eventual contract signed with TCP, without prejudice to being liable for all possible penalties provided for in the contract and, also, all applicable losses and damages.

3.6 TCP shall have the right, at its cost, at any time upon prior request, to audit the relevant books and records of the COMMERCIAL PARTNER, which relate to the activities developed for and/or with TCP and which do not violate rights or obligations of Confidentiality, with the purpose of evaluating the fulfillment of the obligations provided for in this document, being certain that the COMMERCIAL PARTNER must cooperate with TCP or its representative in providing access and sufficient information to achieve this purpose, under penalty of bearing the penalties for non-compliance with contractual terms stipulated between the parties.

3.7 The COMMERCIAL PARTNER must report to TCP, immediately upon becoming aware and, if possible, prior to hiring, any situation that may give rise to a conflict of interest, informing TCP if any of its employees or professionals has any type of participation in the activity of the COMMERCIAL PARTNER or some economic connection with it. The analysis of whether or not a conflict of interest will be at TCP's sole discretion.

3.8 The COMMERCIAL PARTNER is obliged to keep all information transmitted to it by TCP confidential, being obliged, for confidentiality purposes, by its administrators, employees, representatives, in any capacity, and principals. Any information obtained, on TCP's premises or originating from it, must be kept confidential under the terms of this Agreement.

3.9 At any time, if TCP justifiably suspects or identifies that any natural or legal person related to the COMMERCIAL PARTNER, has involvement with active or passive corruption, as well as with any act against public administration, anti-competitive practice or fraud and/or impediment ethical, including, but not limited to, conflict of interest situations, 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.