

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.

5. OCCUPATIONAL HEALTH AND SAFETY

TCP is committed to a safe and danger-free work environment, and will not accept any relaxation of our safety rules. If, during the execution of an activity, the COMMERCIAL PARTNER and its collaborators need to enter the premises of the TCP Terminal, it must observe all the requirements and limits of the applicable health and safety laws, such as but not limited to the Regulatory Norms (NRs) and Consolidation of Labor Laws, as well as the provisions below:

5.1 ACCESS

5.1.1 To enter the premises of the TCP Terminal, regardless of the duration of activities, the COMMERCIAL PARTNER declares that it must previously participate in a lecture on Integration of Third Parties and Security Guidelines, which are held on Mondays, Wednesdays and Fridays starting at 8:30 am and expected to last 3 hours.

5.1.2 The COMMERCIAL PARTNER must send the documentation indicated below to the electronic address (segurançadotrabalho@tcp.com.br) at least 48 hours before the scheduled date for the Integration of Third Parties and Safety Guidelines:

- a) Completed and signed Term of Commitment and Responsibility - ANNEX I
- b) Completed and signed Third Party Integration Form - ANNEX II
- c) Tooling Check-List - ANNEX III
- d) Copy of the Individual Registration Form - F.C.I of the employees who will enter the TCP facilities, with photo;
- e) Copy Occupational Health Certificate - ASO of employees who will enter the TCP facilities with a valid date. For specific jobs, aptitude must also be included in the ASO;
- f) Copy of the work card sheet containing the registration of employees who will enter the TCP premises
- g) Copy of the PPE Control Sheet updated;
- h) Copy of the Professional Qualification Certificates of the employees who will enter the TCP facilities (applicable for Mechanic, Electrician, Work at Height (NR35), Driver, Forklift Operator, Crane Operator, NR 10);
- i) Copy of the updated Safety Inspection and Maintenance Certificate (applicable for Crane, Munck, Tractor, Loader, Lifting Platform, etc.);

- j) Copy Annotation of Technical Responsibility - ART (Equipment, Scaffolding, etc.);
- k) PPRA - Environmental Risk Prevention Program updated;
- l) PCMSO - Medical Control and Occupational Health Program updated;
- m) LTCAT - Technical Report on Environmental Working Conditions updated;
- n) PCMAT - Work Conditions and Environment Program updated in case of civil works;
- o) Copy of the updated company license;
- p) Copy of CNPJ Card;
- q) Copy of Articles of Association / Bylaws;
- r) Other possible documents applicable and opportunely requested by TCP.

5.1.3 Once the integration has been carried out, the COMMERCIAL PARTNER will be able to enter TCP's premises, however, effective access must be released according to the analysis of need and adequacy. Thus, prior to the intended access, the COMMERCIAL PARTNER must send an email to the electronic address (acesso@tcp.com.br) requesting in advance authorization for entry, indicating:

- a) The name of the employees;
- b) CPF;
- c) Company Name;
- d) Location to be visited and name of TCP contact;
- e) The work to be done;
- f) The service period to be performed at the TCP Terminal;
- g) List of tools (if any).

5.1.4 In order to clear the entrance with vehicles, the COMMERCIAL PARTNER must provide the registration of the vehicle and driver:

- a) For heavy vehicles (e.g. trucks), the registration of both the vehicle and the driver must be performed on the TCP website to issue the PEV (Vehicle Entry Permit), following the instructions found on the website or in the TCP service channels.
- b) For light vehicles (e.g. automobile), a copy of the documents listed below must be sent to the electronic addresses (ccos@tcp.com.br) and (itamar.calado@tcp.com.br), for the issuance of the PEV (Vehicle Entry Permit):
 - RENAVAM;
 - Copy of the authenticated rental agreement, in case of rented vehicle;
 - Simple copy of the vehicle insurance policy with minimum coverage against third parties, material and personal damages;
 - Copy of the current driver's license, with the category required for driving the vehicle;

5.1.4.1 Vehicles will only be allowed to enter the premises if properly plotted with the name of the COMMERCIAL PARTNER on the side doors and with giroflex.

5.1.4.1 The driver of the vehicle must be wearing a badge, containing a photo and function performed, as well as being able to drive the vehicle, and TCP may refuse entry if it attests any sign of intoxication or other fact that compromises the safe driving of the vehicle.

5.1.5 Failure to carry out the procedures indicated in this Clause 5.1, as well as the irregular presentation of the aforementioned documents, will result in blocking access to the TCP Terminal facilities. The block, when carried out by the fault of the COMMERCIAL

PARTNER, will not, under any circumstances, be a justification for any delays in the terms of start or delivery of its activities contracted by TCP, being liable to apply the penalties provided for in the contract, without prejudice of eventual losses and damages.

5.1.6 The COMMERCIAL PARTNER declares itself aware that it is FORBIDDEN to access the TCP Terminal carrying electronic devices, such as cell phones, notebooks, photographic or filming equipment, etc., unless expressly and previously authorized by TCP. Authorization for entry of electronic devices will be carried out at the sole discretion of TCP, upon analysis of real need, and can be requested in advance through the electronic addresses (acesso@tcp.com.br) and (itamar.calado@tcp.com.br), including brand, number (for cell phones) and serial number (for notebooks).

5.1.7 When entering and staying at the TCP Terminal, the COMMERCIAL PARTNER must observe the following guidelines:

- a. Pedestrian must use signposted roads, pedestrian crossings, sidewalks or authorized street margins. Preferably use the internal transport bus, when it is impossible to use the pedestrian crossings;
- b. Use the handrail on the stairs, always going up or down step by step on the right side. If it is necessary to carry something that occupies your hands, help should be requested. It is not allowed to go up or down stairs with both hands occupied;
- c. It is prohibited to block exits, stairs, fire doors, emergency equipment, electrical panels and corridors;
- d. Isolate and signal all areas of the workplace, indicating and signaling OSH risk or unsafe conditions;
- e. Do not carry sharp or multi-pointed tools in the shirt or pants pocket;
- f. Running is prohibited. It is only allowed in cases of extreme urgency;
- g. The use of ornaments such as chains, rings, watches, bracelets, etc. is prohibited, except when there is no risk exposure, at the discretion of TCP;
- h. Private objects are not allowed in the production areas, such as: handbags, briefcases, bags, books, etc. These must be stored in a specific place;
- i. Smoking is only allowed in areas designed exclusively for this purpose;
- j. People's access (entry and exit) to the TCP facilities will always be through the control reception, upon presentation of the identification badge or identity card, as well as following the access rules, including the obligation to pass through access turnstiles and detector of metals;
- k. Badge loans or access clearance using a badge other than the one distributed to the person who needs access is prohibited. Everyone must wear the individual badge, being mandatory to carry it in the chest, except in cases of restriction imposed by the industrial process;
- l. In order to circulate on TCP's premises with materials, the COMMERCIAL PARTNER must present a two-way list of all equipment or tools, with one of the ways remaining in the entrance for inspection at the exit (ANNEX III - Check-List Tooling)
- m. The traffic of third parties must be restricted to the workplace, and circulation through other areas is prohibited without authorization or monitoring;
- n. Changing rooms and bathrooms cannot be used by third parties as a place to rest;
- o. Third parties are subject to searches, in a random and casual manner, in vehicles, bags, folders, packages and cabinets;
- p. It will only remain with the vehicle within TCP during the loading and unloading period, except in cases where the vehicle is necessary for the activity to be carried out, and to enter it will have to fulfill the requirements for access with vehicles;
- q. Park the vehicles correctly, as directed by the Occupational Health and Safety and/or Property Safety team;
- r. The entry of photographic or filming equipment is PROHIBITED, as well as the realization of any images, photographs or filming, unless expressly authorized by TCP's Property Security area.
- s. Access to TCP for people wearing shorts, clothes incompatible with the work environment (bathing, barefoot and shirtless) is prohibited; it should preferably be used in uniform with the service provider's logo;

- t. Entry with alcoholic beverages, fireworks, items for sale (clothing, perfumes, raffles, etc.) is prohibited, except in the case of special events previously authorized;
- u. The security team will only authorize the entry of third parties, outside their working hours or who are not in the list of authorized persons, upon written authorization;
- v. The use of TCP uniforms by third parties is not permitted.
- w. Walk only in the areas in which they operate and their respective accesses, and the presence and circulation in other areas without authorization or monitoring is prohibited;
- x. Obey all signs of the unit, referring to internal rules, internal flow and traffic maps delivered, as well as, when in vehicle, respect the maximum speed of 30 Km/h;

5.1.8 TCP is not responsible for the safekeeping and security of any personal belongings or items that, as listed in this document, are not for use and/or entry permitted on the premises of the TCP Terminal. In this case, the destination and custody of these items will be under the responsibility of the BUSINESS PARTNER.

5.2 TECHNICAL QUALIFICATION

5.2.1 The COMMERCIAL PARTNER must use, in the performance of its activities, only its own and qualified personnel, that is, employees previously trained and qualified to carry out the work, being, therefore, its total responsibility for all the burdens and charges resulting from these contracts, therefore assuming all responsibility for complying with the requirements imposed by the applicable legal provisions.

5.2.2 It is the responsibility of the COMMERCIAL PARTNER to raise training needs as well as to promote and apply training to its employees to carry out specific activities.

5.2.2.1 It is up to the COMMERCIAL PARTNER to present specific documentation for activities that require proof of professional qualification and/or special training, such as: electricians, operators of industrial vehicles, special machinery and equipment, welders, workers in confined space, work at height, vigilantes, among others.

5.2.3 The COMMERCIAL PARTNER must confirm the data of its employees who must have access to the units under the terms of Clause 5.1.2 and undertakes to inform TCP in advance whenever there are changes in the staff, applying the provisions of Clause 5.1.4 in case of non-compliance.

5.2.4 The COMMERCIAL PARTNER may not assign or subcontract, in whole or in part, except with prior written authorization from TCP, by means of a Subcontracting Term. If the COMMERCIAL PARTNER is formally authorized by TCP to subcontract part of its obligations to third parties by issuing the Subcontracting Term, such subcontracting must occur under its exclusive and total responsibility. The COMMERCIAL PARTNER must inform all subcontractors about the present conditions and contractual clauses, and must provide them with all information regarding the requirements of TCP, which reserves the right to refuse any subcontractors of the COMMERCIAL PARTNER that do not comply with these conditions.

5.2.4.1 The subcontractor must comply with the same procedures applicable to the COMMERCIAL PARTNER, carrying out the processes described in this instrument, such as those indicated in Clauses 5.1.1 and 5.1.2.

5.2.5 It is the COMMERCIAL PARTNER's responsibility to lead, train and promote continuous improvement with its employees, being able to paralyze high potential risk services (RAP).

5.2.6 It is the responsibility of the COMMERCIAL PARTNER to apply the DSS (HEALTH SAFETY DIALOGUE) to its employees according to the periodicity established by TCP.

5.3 EXECUTION OF ACTIVITIES

5.3.1 During the performance of its activities, while on TCP's premises, the COMMERCIAL PARTNER commits to:

- a) Comply with all the indications of the Occupational Health and Safety team, as well as **TCP's Property Security**, regarding safety rules, priority criteria and procedures to be followed, acting with diligence and zeal.
- b) All employees must be identified with a COMMERCIAL PARTNER uniform, when possible.
- c) Maintain the ostensible use of identification badges provided by **TCP**, which must be returned at the end of the contractual relationship or withdrawal of employees from activities related to TCP.
- d) Provide and replace whenever necessary to its employees, free of charge, all the PPE necessary for the safe performance of their activities, in a good state of conservation and hygiene as specified by NR 6, as well as ensuring and inspecting their use properly;
- e) Provide and guarantee the presence of occupational health and safety professionals (occupational safety engineer, occupational physician, safety technicians), at the service location, whenever the number of employees requires the presence of these professionals as applicable laws and regulations.
- f) Provide the materials, equipment, machines, vehicles and tools necessary for the execution of all services, unless otherwise agreed by TCP, in perfect conditions of safety and use, appropriate and intended for the activity to be developed, including signs. responsible for their regularity and security.
- g) Store tools, machines and equipment in containers and in appropriate places, as well as keep them in perfect conditions of use, being sure that TCP will under no circumstances be responsible for their safety or integrity;
- h) When in possession of materials, equipment, tools, machines, vehicles owned or assigned by TCP, or even when accessing the facilities, be responsible for the correct use, storage and conservation of all items provided by TCP, reimbursing any loss, damage or depreciation.
- i) Request the opening of ATR (Authorization for Risky Work) in case of work at height, work with electricity, confined space, hot work or any type of work or service that presents risks to TCP employees and COMMERCIAL PARTNER employees. In this case, the COMMERCIAL PARTNER can only start the activity after the issuance of the ATR;
- j) Communicate to the TCP Occupational Health and Safety Department, any and all incidents or accidents occurring at work, for the purpose of assessing the injured person, recording, investigating and establishing corrective and preventive measures, pursuant to Clause 5.4.
- k) The COMMERCIAL PARTNER must maintain its administrative and operational facilities in a good state of organization, ordering, conservation, hygiene, cleanliness and security, according to the standard established by TCP.

5.3.2 It is up to the COMMERCIAL PARTNER to carry out the signaling and isolation appropriate to the work area. All places where activities are being carried out that make it possible to open holes in the floors, regardless of their length, around work at height, where there is the possibility of falling material and/or any area that should be restricted only to the people who are performing the tasks, they must be isolated and approved by the TCP Occupational Health and Safety Department.

5.3.3 Regarding the Tools:

- a) The tools should be used only for the services to which they are assigned. Under no circumstances will be used complements to increase capacity or modify tools structurally.
- b) Portable power tools and equipment must be grounded, unless they are double insulated;
- c) Power tools must be turned off before adjustment or repair procedures;
- d) The tools must be inspected daily by the COMMERCIAL PARTNER, before the beginning of its activities;
- e) For tools used in electrical installation services, these must comply with NR 10.

5.3.4 In accordance with NR 6, the COMMERCIAL PARTNER must provide personal protection equipment (PPE) free of charge to its employees, as well as make it mandatory to use it, following the general guidelines mentioned below:

- a) the COMMERCIAL PARTNER must provide its employees with a uniform appropriate to the task they will perform, preferably in colors and/or identification different from the TCP standards;
- b) Open shoes (slippers, sandals, etc.) will not be allowed in any activity;
- c) It is the responsibility of the COMMERCIAL PARTNER to note the PPE's on the individual control sheets, as well as the record signed by each employee for each item received can be requested in an audit by the TCP Occupational Health and Safety Department.
- d) The COMMERCIAL PARTNER must provide training on the use of PPE's periodically;
- e) The use of damaged, contaminated PPE or any other prohibitive condition will not be allowed;
- f) If TCP provides PPE to employees and/or representatives of the COMMERCIAL PARTNER, motivated by non-compliance with aspects linked to NR 6, the values of the items granted will be subject to compensation by the COMMERCIAL PARTNER;
- g) Special attention should be paid to seat belts, which must have double lanyards;
- h) The PPE's to be used by third-party employees must be determined in accordance with the risk analysis of the activity to be performed, however, to remain at the TCP Terminal, the safety helmet, reflective vest and safety shoes are mandatory.

5.3.5 After carrying out its activities, the COMMERCIAL PARTNER must clean the area by correctly disposing of all waste and leftover materials, as well as removing used equipment, under the terms of this instrument and any Environmental documents.

5.3.5.1 The COMMERCIAL PARTNER who carries out civil construction works is responsible for disposing of waste (debris) in accordance with current legislation and must, upon TCP's request, demonstrate compliance with this resolution.

5.4 The COMMERCIAL PARTNER is responsible for accompanying its employees, observing if they are working with safe behavior and following all the standards established by TCP in this document. The eventual inspection by TCP does not exempt the COMMERCIAL PARTNER from its responsibilities established in this document or other contractual instruments.

5.4 ACCIDENT REPORTING

5.4.1 In case of accidents, the COMMERCIAL PARTNER must immediately inform the TCP Occupational Health and Safety Department, including in these cases (a) accidents at work and/or commuting and occupational diseases with its employees and/or subcontractors; (b) Accidents without victims, with equipment, machines, including the occurrence of fire, landslides, flooding and (c) Environmental incidents / accidents occurring on TCP's premises or in external areas with products / waste originating from TCP's premises.

5.4.2 Accidents with injuries or damages to employees, or the company's property, potential or actual, must be reported immediately to the Department of Occupational Health and Safety and/or Property Security of TCP.

5.4.2 In the event of injury, the COMMERCIAL PARTNER must refer the employee to the Medical Outpatient Clinic, when possible, or activate the "on-site" service, through emergency phones: (41) 2152 – 5899, (41) 99681-9971. Then, the Work Accident Report (CAT) must be issued and a duly registered copy sent to the competent agency to TCP, within a maximum period of 48 hours after the event.

5.4.3 After the occurrence, the COMMERCIAL PARTNER undertakes to issue an accident analysis report, filling and signing an occupational accident investigation form - ANNEX IV, handing it over to TCP's Occupational Health and Safety Department within the deadline 48 hours after the event.

5.4.4 The COMMERCIAL PARTNER undertakes to present TCP monthly, the accident statistics of its employees relevant to the activities provided to TCP, if any.

5.5 GENERAL RULES

5.5.1 The COMMERCIAL PARTNER must provide a copy and/or acknowledge this document to its leadership team (leaders, supervisors, managers) and demand compliance.

5.5.2 TCP reserves the right, when necessary, to call the leaders or designated representatives of the COMMERCIAL PARTNER to pass on information related to Occupational Health and Safety. This period must be dimensioned by the COMMERCIAL PARTNER for the purposes of service schedules that may be committed to TCP.

5.5.3 The COMMERCIAL PARTNER will be subject, by prior notification, to audits and inspections of Occupational Health and Safety by TCP or even certifying bodies. The COMMERCIAL PARTNER will be subject at all times to the POP audit (Observation and Prevention Program) in order to identify and block deviations through the observation of human behavior at work.

5.5.3.1 In the event of an audit, the COMMERCIAL PARTNER must comply with the requirements of the public inspection agencies, such as the SRTE - Regional Superintendence of Labor and Employment, the Public Ministry of Labor, as well as by TCP or auditing companies upon request of TCP.

5.5.4 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.

TCP – TERMINAL DE CONTÊINERES DE PARANAGUÁ S.A.

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