

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 CONTEINERES 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.

6. AUTHORIZED ECONOMIC OPERATOR (OEA)

TCP is a company certified as an Authorized Economic Operator (OEA), under the terms of Normative Ruling RFB No. 1985, of October 29, 2020, therefore, it is classified as an intervening party in foreign trade operation involved in the international movement of goods, which undertakes to voluntarily comply with the security criteria applied to the logistics chain or tax and customs obligations.

TCP will promote the selection and periodic evaluation of these under the regulations of the OEA Program, seeking to meet the highest standards of security and facilitation in Global Trade. In light of this, we request that our COMMERCIAL PARTNERS commit themselves, when entering into any commercial relationship with TCP, with the following premises:

6.1 The COMMERCIAL PARTNER declares to be aware of the OEA Program, in particular the provisions of RFB Normative Ruling No. 1985/2020 and undertakes to comply with them, within the scope of its operations, maintaining high safety standards and taking all preventive and corrective measures against failures and irregularities that could compromise the security of the logistics chain.

6.2 The COMMERCIAL PARTNER, when dealing with an intervening party of the logistics chain, that is, carrying out the activities listed in article 5 RFB Normative Ruling No. 1985/2020¹, must formally communicate to TCP about their certification or not as an Authorized Economic Operator, as well as other safety certifications by public or private entities, such as, but not limited to BASC, ISO 28000, ISPS Code, TAPA, OAS Foreigners.

6.3 Regardless of their direct participation in the logistics chain and of their own OEA Certification, COMMERCIAL PARTNERS undertake to adopt processes and procedures that ensure compliance with customs legislation under the terms of Normative Ruling RFB No. 1985/2020, to the extent applicable their activities such as, but not limited to:

- I. Inspection of Cargo Units and Vehicles;
- II. Use of Security Devices;

¹ Import, export, transport, warehouse of goods under customs control, cargo agent, customs broker, port or airport operator or to be a Special Export Customs Clearance Area - REDEX

- III. Cargo Unit Integrity Check;
- IV. Transport Vehicle Tracking;
- V. Control of Physical Access of People;
- VI. Visual Identification of People;
- VII. Detection and Removal of Unauthorized Persons;
- VIII. Control of Keys and Access Devices;
- IX. Internal training on supply chain security and identification of threats and vulnerabilities;
- X. Perimeter Security and Separation Structures;
- XI. Monitoring of Installations;
- XII. Use of Indoor Parking;
- XIII. Adequate lighting of the facilities;
- XIV. Application of Locking Devices;
- XV. Selection of Commercial Partners and Periodic Monitoring of these.

6.3.1 The COMMERCIAL PARTNER must report to TCP immediately and spontaneously any irregularities and/or incidents related to its operations that may, directly or indirectly, interfere in the security of the logistics chain, in addition to maintaining evidence of preventive and corrective actions applied to avoid recurrences.

6.4 TCP reserves the right, at any time and at its sole discretion, while any business relationship between the parties lasts, to request from the COMMERCIAL PARTNER for documentary evidence to prove i) its history of compliance with customs legislation and survey of occurrences of irregularity; ii) existence of customs risk management, with mapped preventive and corrective actions; iii) compliance with the levels of security, compliance and reliability required by the OEA Program indicated in clause 6.3, according to their role in the logistics chain.

6.5 TCP will have the right, at its cost, at any time and upon prior notification, to audit the premises of the COMMERCIAL PARTNER, in order to assess the fulfillment of the obligations provided for in this document and the suitability of the COMMERCIAL PARTNER to the provisions of the OEA Program, 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 contractual breach stipulated between the parties.

6.6 The COMMERCIAL PARTNER declares itself aware that the selection of partners by TCP will be carried out, whenever possible and at the discretion and analysis of TCP, prioritizing COMMERCIAL PARTNERS with OEA Certification or who have security certificates by public or private entities, proven through proper documentation, or, even, COMMERCIAL PARTNERS that comply with the security control requirements sufficient and adequate to the terms of Normative Ruling RFB No. 1985/2020, and that, therefore, the non-compliance with these provisions and requests of TCP may be decisive for any contracting and/or contractual renewals.

6.7 At any time, if TCP justifiably suspects or identifies that COMMERCIAL PARTNER is not in compliance with the security requirements required in this instrument and/or in the legislation applicable to the OEA Program, depending on the severity and at its sole discretion: i) issue guidelines or notice of infringement and require 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.