Hedgepoint»
GLOBAL MARKETS

GENERAL TERMS & CONDITIONS FOR SUPPLY

This instrument establishes the general terms & conditions for supply of goods and/or services to the companies that belong to the HPGM Group. Its observance is mandatory for the Parties described in the Purchase Order and/or in the CEF that establishes the supply.

1. INTERPRETATION AND GLOSSARY

1.1. INTERPRETATION

1.1.1. The CGF and its Annexes shall be interpreted under the following principles:

a) any word that refers to the singular must include the plural form of the word and vice versa;

b) any gendered word shall make reference to either form;

c) the expression “this section”, unless it is followed by a reference to a specific provision, shall be deemed to refer to the entire section and not only to the sub-section, paragraph or other provision in which the expression appears;

d) the headings of sections, sub-sections and paragraphs are meant solely to increase reading convenience and shall not affect the interpretation of these General Terms & Conditions for Supply;

e) the words “include” and “including” should be interpreted as illustrative examples or for emphasis only, and should not be interpreted or observed as a restriction on the generality of any preceding word.

1.2. GLOSSARY

1.2. Unless otherwise stated herein, or unless the context requires otherwise, ANY capitalized words and expressions shall have the meanings described below:

Insureds: means HPGM, the companies that belong to the HPGM Group, as well as, but not limited to, their managers, employees, successors, assignees and customers, specifically for the purposes of indemnification.

Exclusive Goods: means the goods supplied by the Supplier and that employed the design, mold, tool or any instrument or knowledge provided by HPGM and which, for this reason, are customized goods for HPGM.

Goods: means the products purchased from the Supplier by HPGM through the Supply agreement, or HPGM products that are transported by the Supplier in the provision of transportation services, according to the context.

CEF: means the special supply terms described in the Commercial Proposal that consolidates the special terms applicable to the Supply.

CGF: means the General Terms & Conditions for Supply defined in the present instrument.

Personal Data: means any information related to an individual that can identify, locate or associate them, including, but not limited to, name, telephone number, email address, physical address and Individual Taxpayer ID.

HPGM: means any and all companies belonging to the HPGM Group, its parent companies and/or subsidiaries, including, but not limited to, the entities Hedgepoint Global Markets Distribuidora de Títulos e Valores Mobiliários Ltda., Hedgepoint Commodities LLC, Hedgepoint Schweiz AG, Hedgepoint Global Markets LLC, HedgePoint Global Markets SA, HedgePoint Global Markets PTE. LTD, Hedgepoint Participações Financeiras Ltda and Hedgepoint Serviços Ltda.

Recipient: means the individual or legal entity who will receive the goods sent by HPGM, or at the request of HPGM, by means of a shipping service.

Affiliated Companies: means any company, corporation or legal entity that controls, is controlled or is under common control and part of the Supplier's corporate chain until reaching its final beneficiary.

Supplier: means any individual and/or legal entity that provides goods and/or services to HPGM, as described in the Purchase Order and/or the CEF document;

Supply: means the goods and/or services that HPGM intends to receive from the Supplier, as described in the Purchase Order and/or the CEF.

HPGM Group: means all entities whose final beneficiary in their corporate chain is Hedgepoint Global Markets LLC, a private company incorporated under the laws of the State of Delaware, United States of America ("USA"), with headquarters in Chicago, Illinois, USA;

Confidential Information: means any information received, learned, observed, heard and/or found by the Receiving Party, disclosed in writing or verbally in any means of physical or electronic communication, and which is considered non-public, confidential or a trade or industry secret, given the nature of the information, whether or not it is identified as confidential. The concept of Confidential Information does not include any information that:

a) is already legally in the possession of or is already known to the Receiving Party before being disclosed by or on behalf of the Disclosing Party, as established in documentary evidence;

b) is already part of the public domain at the time of disclosure to the Receiving Party or, after such disclosure, enters the public domain through no fault of the Receiving Party;

c) is lawfully provided or disclosed to the Receiving Party by someone who has no confidentiality obligation and without any illicit action by the Receiving Party; or

d) is independently developed by the Receiving Party, as established by documentary evidence, without reference to or use of any Confidential Information belonging to the Disclosing Party;

License: means the non-exclusive, perpetual, global, non-onerous, irrevocable and sublicensable authorization to manufacture, to directly or indirectly sell, to import, to display, to copy, to create a derivative work or to use any products created during the Supply by the Supplier or that are the Supplier's Intellectual Property.

Rules: means all rules applicable to the Supply, including, but not limited to, all laws, rules, regulations, ordinances, procedures and/or policies, whether national or international.

Purchase Order: is the document issued by HPGM that describes the Supply to be performed by the Supplier in the manner, terms and under the price described in the document. The Supplier automatically undertakes to observe the CGF by agreeing to supply goods/services to HPGM.

Disclosing Party: means the Party disclosing Confidential Information;

Party: means any of the Parties related to the Supply, whether HPGM or the Supplier.

Parties: means HPGM and the Supplier together.

Receiving Party: means the Party receiving Confidential Information;

Supplier Portal: means HPGM's online platform, accessible through HPGM's official website, which contains documents applicable to the Supply and which must be periodically observed by the Supplier.

Proceedings: means labor claims, lawsuits, administrative proceedings/procedures and/or notices of infraction drawn up by public bodies in general, except for those related to taxes.

Commercial Proposal: means the document sent by the Supplier with the applicable Special Supply Terms.

Supplier Representatives: means all representatives, employees, subcontractors and/or agents of the Supplier who perform the Supply.

Downpayment: means the initial payment that HPGM may make to the Supplier due to the Supply.

Third parties: means individuals and/or legal entities, initially unidentified, who may suffer damages and/or losses due to acts of HPGM and/or the Supplier and/or the Supplier's Representatives.

HPGM Units: means the physical locations of HPGM, which may be the head office and/or branch, where it carries out its activities.

2. GENERAL SUPPLY ASPECTS

2.1. PURPOSE

2.1.1. The CGF document and it annexes define the general supply terms for the supply performed by the Supplier to HPGM. The set of documents that comprises the CGF, the CEF, the Purchase Order and any document that reflects any commitment entered into between the Parties, including, but not limited to, email messages and meeting minutes, reflects the entirety of the rights and obligations of the Parties in connection with the Supply. If the Supply includes the processing of Personal Data, the Supplier will also comply with the aspects of Personal Data processing set forth in the specific Annex

2.2. VALIDITY

2.2.1. The Supply will be valid for an indefinite period unless a specific deadline is determined in the Purchase Order and/or CEF. In this case, after the end of said period, the Supply will be automatically renewed for an indefinite period.

2.3. TERMINATION

2.3.1. The Supply may be terminated by either party with a notice sent ninety (90) days in advance.

2.3.2. If the CEF establishes a term different than the one described in the item above, the term established in the CEF should be considered to the detriment of the term described in this clause.

2.3.3. A fine for early termination of the Supply will only be enforceable if the termination occurs in Supplies with a determined term. Both the validity and the fine will be stipulated in the CEF. If the Supply does not specify term, no fine for the early termination of the Supply will be owed by either Party.

2.3.4. The Supplier shall complete all the Supplies that were required up to the moment prior to the termination notice, under penalty of being liable for the direct and indirect losses and damages caused to HPGM as a result of the sudden and unforeseen interruption in the Supply.

2.3.5. Additionally, the Supply may be terminated by either Party, regardless of a fine, by means of a written communication when one of the following cases occurs:

a) bankruptcy, judicial or extrajudicial recovery, liquidation or dissolution of any of the parties;

b) if the infringing Party is notified due to non-compliance with the obligations inherent to the Supply and does not regularize them within the period established by the innocent Party;

c) violation of confidentiality provisions set forth in the CGF;

d) assignment of the Supply to third parties without prior written consent as provided for in the CGF;

e) violation of the anti-corruption provisions set forth in the CGF;

f) infringement of the provisions regarding the processing and security of Personal Data set forth in the GCF.

g) violation of exclusivity in the supply of Exclusive Goods;

h) recurring irregularities by the Supplier towards its Representatives.

2.4. SERVICE LEVEL AGREEMENT

2.4.1. If the Parties stipulate a service level for the Supply, said criteria will be described in the CEF and must be adhered to by the Supplier.

2.5. PRICE AND PAYMENT

2.5.1. The price, form and payment terms for the Supply will be as described in the Purchase Order and/or CEF.

2.5.2. For Supplies involving value exchanges, the price paid by the HPGM will be represented in the currency of the country where the HPGM entity is located, and the Parties must use the exchange rate of the value in foreign currency according to the PTAX index published by the central bank of the location of the HPGM branch on the last business day before the invoice due date.

2.5.3. The price of the Supply represents the total cost of the Supply, including, but not limited to, all applicable taxes, unless otherwise stated in the Purchase Order and/or CEF.

2.5.4. The taxes that are due as a direct or indirect result of the Supply will be the exclusive responsibility of the taxable person as defined in the Standard.

2.5.5. The prices of the Supply will be invariable for the period in which the Supply takes place, except in the case of readjustments, which can only occur every twelve (12) months, upon demonstration by the Supplier of the economic impact suffered, or within another period as determined by the Rules.

2.5.6. The prices of the Supply will be the same for all entities of the HPGM Group. The Supplier shall not be allowed to establish differences in the supply to one entity or another, unless such differences arise from costs, including but not limited to transportation costs, taxes and costs resulting from the Rules.

2.5.7. HPGM's receipt of invoices issued by the Supplier shall not constitute an acceptance of their terms. In the event that HPGM questions any data contained in the “nota fiscal”/invoice, HPGM will pay the undisputed amount and will not pay the disputed amount until it is resolved between the Parties. In this case, the expiration term of the disputed amount will be suspended until its effective clarification, without the incidence of any burden, penalties or additions of any nature to HPGM.

2.5.8. The Supply may have a downpayment as a condition for payment, as described in the Purchase Order and/or CEF.

2.5.9. Any and all amounts that are not paid without reason on the respective due date, pertaining to the Supply, will be increased by a late payment fine of two percent (2%) on the defaulted amount, plus late payment interest of one per cent (1%) per month, calculated pro rata die, in favor of the creditor Party.

2.5.9.1. If the obligation does not have a stipulated maturity or, due to its legal nature, requires the creditor Party to previously notify the debtor Party in order to constitute the default, such notification must occur at least thirty (30) days before the due date of the credit or within the period described in the Purchase Order and/or CEF.

2.6. LICENSES AND AUTHORIZATIONS

2.6.1. The Supplier declares that it has all the authorizations, licenses and records required for the Supply, having the capacity, technical suitability, qualifications, and applicable certifications for the performance of the Supply. This declaration extends to Supplier Representatives and to equipment that may be used in the Supply.

2.6.2. The Supplier will assure that any of its subcontractors shall meet these conditions, if it chooses to transfer the Supply, in whole or in part, provided that it is with the express agreement of HPGM.

2.7. COMPLIANCE WITH RULES

2.7.1. The Supplier represents and warrants that both it and the Supplier’s Representatives comply and will continue to comply with all Standards throughout the Supply period.

2.7.2. No contrary request in this regard, by any party whatsoever, will authorize the Supplier to fail to comply with the Rules.

2.8. EXCLUSIVITY

2.8.1. The Supply does not assume or grant exclusivity to the Supplier, and HPGM may hire other individuals and/or legal entities for other supplies, including for the same object, unless otherwise stipulated in the Purchase Order and/or CEF.

2.8.2. If the Supplier supplies Exclusive Goods, said goods may not be sold to other companies that are not part of the HPGM Group.

2.8.3. Without prejudice to any other applicable right or remedy for HPGM, if the Supplier sells the Exclusive Goods to third parties, a non-compensatory fine will be charged from the Supplier in the amount equivalent to one hundred percent (100%) of all the Supplier's billing related to the Exclusive Goods earned from said sales to third parties.

2.8.4. If the Supplier supplies Exclusive Goods that are imported specifically to be sold to HPGM, the operation must be previously communicated and authorized by HPGM in order to ensure that it is not wrongfully characterized as an indirect import. Once the indirect operation is characterized, the Supplier must comply with the applicable requirements and obligations, provided for in IN RFB No. 1861, issued on December 27, 2018.

2.9. DELAY

2.9.1. The Supplier shall comply with all deadlines established by the Parties.

2.9.2. If the use, sale, manufacture or import of any object related to the Supply is prohibited by court order and/or Regulation, the Supplier shall contact HPGM as soon as possible so that the Parties can jointly determine how to resolve the matter. In no event shall the Supplier make decisions on this matter without the prior written consent of HPGM.

2.10. LIABILITY AND INDEMNIFICATION

2.10.1. The Supplier, at its expense, shall protect, defend, indemnify and compensate the Insureds from and against any and all liability claims, including, but not limited to, losses, damages, costs and expenses arising out of, resulting from or in connection with the Supply.

2.10.2. The indemnity liability will remain in force for a period of ten (10) years, even after the end of the Supply.

2.11. LABOR RESPONSIBILITY

2.11.1. The Supplier is objectively responsible for the actions, omissions, negligence, recklessness and/or malpractice of the Supplier's Representatives, as well as being solely responsible for the contracting and timely payment of any and all consideration owed to the Supplier's Representatives, as well as all tax, labor, social security and accident obligations, responding as the sole and exclusive employer, responsible for all controls applicable to the Supplier's Representatives, with HPGM having no obligation in this regard, even in cases of lawsuits filed against the Supplier and/or HPGM.

2.11.2. In the event that HPGM becomes aware of any irregularity between the Supplier and the Supplier's Representatives, HPGM is entitled, at its sole discretion, regardless of the forwarding of any communication to the Supplier, to suspend payments to the latter party until the situation is remedied by the Supplier, without prejudice to having HPGM terminating the Supply without incurring any fine, indemnity or encumbrance applicable to it, pursuant to the termination clause.

2.11.3. If the Supply requires the Supplier's Representatives to use individual and/or collective protective equipment, the Supplier undertakes to supply them in accordance with all the Standards.

2.12. PROCEDURAL RESPONSIBILITY

2.12.1. As a result of the Supply, HPGM may be characterized as the defendant in lawsuits; should that occur, HPGM will be exclusively responsible to choose from among the following options, in relation to its procedural representation in such Lawsuits:

a) to pass on to the Supplier all expenses incurred, including, but not limited to, costs, lawyer fees, convictions, and fines;

b) delegate its procedural representation to the Supplier, so that the latter is responsible for representing it in the Lawsuits, fully bearing all the expenses described in option “a”;

2.12.2. If HPGM chooses to delegate its procedural representation, the corresponding operational guideline is described in the Procedural Representation Manual, which can be found on the Supplier Portal.

2.13. INTELLECTUAL PROPERTY

2.13.1. Intellectual property rights (patents, invention models, industry and trade secrets, copyrights, including computer programs, source codes and other related rights), when arising from the Supply performed, conceived, discovered, promoted or performed for HPGM or even for any other company of the HPGM Group, including those resulting from improvements resulting from the Supply, whether or not they are patentable, with a research object or inventive step related to the scope of the contract, or resulting from the nature of the services for the which the Supplier was contracted, will belong fully, exclusively and definitively to HPGM, with the total assignment of intellectual property rights by the Supplier to HPGM, when applicable. HPGM may use, enjoy, dispose of, reproduce, license, assign, distribute, among others, the invention/creation at its sole discretion. Such rights shall belong to HPGM regardless of:

a) the time spent by the Supplier in developing the invention or creation;

b) the ownership of the space where the invention/creation was developed; and

c) the fact whether the Supplier's equipment or personnel were used.

2.13.2. HPGM, as the owner of all intellectual property rights and all related rights over the inventions and/or creations, whether material or immaterial resulting from the Supply, is authorized to promote any and all registrations exclusively and at its sole discretion, as well as taking all appropriate administrative and judicial measures to protect its rights.

2.13.3. The Supply does not transfer or grant the Supplier any rights, or even the authorization to use the rights, whether recognized or not, of intellectual property or related, of which HPGM is or will be the owner, as well as those related to the use of resources, technological information, know-how, industry and trade secrets, materials and documents provided by HPGM during the development of the invention and/or creation, nor over the result of the Supply performed by the Supplier.

2.13.4. The use of any intellectual property rights of HPGM, including, but not limited to, trademarks, logos, patents, know-how, etc., always depends on the prior and express written authorization of HPGM, except for the uses required for the performance of the Supply, with the Supplier being responsible for the correct handling and measurement of the uses that are already covered by the Supply and those that require authorization, answering for any undue or unauthorized use of the rights described in this section, as well as for any violations of HPGM's intellectual property rights.

2.13.5. The Supplier declares that it holds all rights and licenses for the use and exploitation of patented goods, industry designs, trade or industry secrets, know-how, software and/or copyright and related rights, authorization for the use of image, voice, name and other personal rights, as well as any other industrial and/or copyright rights of third parties, which may be used in the Supply, being fully responsible for any violation resulting from the use by HPGM, or even by any other company of the HPGM Group, of inventions and/or creations of third parties protected by intellectual property rights, exempting HPGM and any other company of the HPGM Group from any liability.

2.13.6. Supplier represents and warrants that the Goods do not include or use any third-party software or licensed components that may burden HPGM with any obligations or conditions or that otherwise impact or compromise HPGM's intellectual property or Confidential Information, and the Supplier shall fully responsible for any use of software or components licensed by third parties protected by intellectual property rights, exempting HPGM from any liability.

2.13.7. The Supplier hereby authorizes HPGM to record any training used in the Supply. The trainings developed and carried out for HPGM will have all intellectual property rights and related to them, assigned definitively, totally and exclusively to HPGM. The Supply does not transfer or confer on the Supplier any rights, whether recognized or not, of intellectual property or related, of which HPGM is or will be the

holder, related to documents and/or information provided by HPGM, nor on the result of the training performed by the Supplier for HPGM, nor does it grant the Supplier authorization to use HPGM's intellectual property rights.

Prohibition of the Use of HPGM's Name and Trademarks
2.13.8. The Supplier may not use the name “Hedgepoint” or “HedgePoint”, “HPGM”, “Hedgepoint Global Markets” or the name of any of the companies of the HPGM Group, their derivatives, registered trademarks (in their nominative, figurative and/or mixed forms), corporate name, appearance (trade dress), which consists of the distinctive combination of orange and purple colors, logos or their equivalent versions n advertising or sales materials or in other media, without the prior written authorization of HPGM. This prohibition includes, without limitation, the following elements:

a) The Supplier may not disclose, by any means, the existence of the Supply, without the prior and express approval of HPGM in writing;

b) Supplier is allowed to use the HPGM name only in the nominative form “Hedgepoint”, strictly for the purpose of complying with unilateral disclosure obligations imposed on the Supplier by regulatory bodies;

c) The Supplier is not allowed to make any representation or statement regarding HPGM's opinion regarding the Supplier and/or the Supply without the prior and express written authorization of HPGM;

d) If HPGM provides prior express written authorization for the use of its name, HPGM further reserves the right to revoke such authorization for the use of its name at any time.

2.13.9. With respect to ownership of intellectual property rights, if the Supplier has entered into an Assignment Agreement or an Intellectual Property Rights License Agreement with HPGM, the specific clauses contained in such instruments shall prevail.

2.14. LICENSE GRANT
2.14.1. Subject to the terms of the CGF, the Supplier provides a license to HPGM and the HPGM Group on such terms as is required by HPGM for the use or licensing of the use of one or more products in any current or future facilities and in operations of all HPGM business.

2.14.2. Such License will authorize the use of one or more products at all the HPGM or HPGM Group facilities, and on any equipment owned, leased by or operated by HPGM and/or the HPGM Group.

2.14.3. The Supply does not grant the Supplier a license on any patent, copyright, trade secret or other intellectual property right owned or controlled by HPGM or the

HPGM Group, including, but not limited to, any name, product appearance, logo or equivalent element.

Copies

2.14.4. The License authorizes copies to be made of any end products created during the Delivery at no cost to HPGM.

2.14.5. The License authorizes copies to be made of one or more of the products for backup, archival and internal security purposes at no cost to HPGM.

2.14.6. The License also allows the use of any end products created during the Supply for the manufacture, direct and indirect sale, import, display, copying or creation of a derivative work for HPGM, including, without limitation, other suppliers working on projects for HPGM and to the HPGM Group, distributors, customers, consultants, auditors, temporary staff and other persons who have authorized access to the information processing network and/or computers owned, controlled or operated by HPGM or the HPGM Group.

2.14.7. The License allows the installation and use of any end products created during the Delivery for installation testing, disaster recovery testing, disaster recovery, in-house classes and training exercises at no cost to HPGM.

2.15. EXCLUSIVE PROPERTY

2.15.1. The Supplier states and warrants that it is the sole and exclusive owner of any products created during the Supply, that it legally retains the right and power of assigning the intellectual property rights to HPGM and the HPGM Group without said act infringing any rights of third parties and that, to the best of its knowledge, none of the end products infringe any patents, copyrights, trade secrets or other intellectual property rights of third parties, releasing HPGM from any liability for claims, demands or indemnities arising from infringements or alleged infringements of any third party intellectual property rights relating to the Supply.

2.16. PROHIBITION OF UNAUTHORIZED ACCESS

2.16.1. The Supplier states and warrants that the Supply does not and will not contain any computer code or other mechanism that allows the Supplier or any third party to access information on HPGM's computers, computer systems or networks for any purpose, including, without limitation, for the viewing, transmission or dissemination of such information to the Supplier or any third parties without HPGM having specifically granted access to such information.

2.17. COMPUTER VIRUSES AND DEVICES THAT DISABLE PROTECTION

2.17.1. The Supplier represents and warrants that it will inspect the Goods prior to delivery thereof to HPGM, checking for the presence of computer viruses, and shall remove and destroy any computer viruses found on the Goods. The Supplier also states that, to the best of its knowledge, until the shipment, the Goods were free from any computer viruses.

2.17.2. The Supplier further represents and warrants that the Goods do not and will not contain any computer code or any other device that disables the Goods or otherwise impairs their functioning during the course of a certain period of time.

2.18. ASSIGNMENT

2.18.1. The Supplier is prohibited from assigning or transferring the Supply or the credit rights arising from it, in whole or in part, to third parties, without the express consent of HPGM, and the Supplier is always, in any event, obliged before HPGM for the fulfillment of the Supply and the receipt of payment consideration.

2.18.2. HPGM, in turn, may freely assign the Supply to any company belonging to the HPGM Group.

2.19. CONFIDENTIALITY

2.19.1. The Parties have a mutual desire to disclose Confidential Information to each other related to the Supply from the moment HPGM invites the Supplier to take part in the quotation process.

2.19.2. The Receiving Party will only use the Confidential Information to make a quote and fulfill the Supply, disclosing it exclusively to Supplier Representatives who need to know about said information in order to carry out the Supply.

2.19.3. The provision of any Confidential Information shall not be construed as an implied grant to the Receiving Party of a license or any other right under any patent, patent application, utility model, know-how, copyright, trade or industrial secret, trademark, name, trade dress, logo or equivalent, or any other intellectual property controlled by the Disclosing Party.

2.19.4. The Provider may share Confidential Information among its Affiliated Companies, but only to persons who need to know the Confidential Information in order to carry out the Supply.

2.19.5. The Receiving Party undertakes to:

a) take all necessary measures to protect Confidential Information against misuse and unauthorized disclosure, and must provide at least the same protection as provided to their own Confidential Information;

b) be responsible for any misuse or unauthorized disclosure of Confidential Information by its representatives;

c) comply with all rules and procedures for personal and remote access, as well as data security applicable by the Disclosing Party to Confidential Information;

d) immediately notify the Disclosing Party of any breach of which it becomes aware, regardless of whether it is its fault or that of its representatives, cooperating with

the Disclosing Party in order to protect and ensure rights relating to unauthorized disclosure of Confidential Information;

e) destroy all Confidential Information, including copies thereof, that are in its possession after termination of the Supply, or at the request of the Disclosing Party at any time.

2.19.6. The disclosure of Confidential Information required by a court order will not be considered a breach or waiver of the Receiving Party's commitment to confidentiality, provided that it:

a) notifies the Disclosing Party in writing;

b) provides the necessary support if the Disclosing Party objects to the disclosure of Confidential Information and seeks remedies to limit or cease disclosure;

c) discloses exclusively the information required by such order, making all efforts to obtain guarantees from the competent body that such Confidential Information will be kept confidential.

2.19.7. The confidentiality commitment will be respected for as long as the Confidential Information is disclosed and, after the end of relations between the Parties, for a period of ten (10) years.

2.19.8. The Parties guarantee that compliance with the confidentiality obligations set forth herein does not violate any other confidentiality commitment previously agreed between the Parties and/or between any of them and a third party.

2.19.9. This commitment will not be interpreted in a way that would force the Disclosing Party to enter into any other agreement or transaction with the Receiving Party.

2.19.10. The Parties have the right to seek judicial remedies of any kind to ensure their rights related to confidentiality, even if there are no material damages and/or pain and suffering damages resulting from the breach of Confidential Information.

2.19.11. All legal remedies that the Party is entitled to seek, based on this confidentiality commitment, are cumulative and do not replace any other legal remedies.

2.20. ANTI-CORRUPTION AND MONEY LAUNDERING PREVENTION

2.20.1. The Supplier and the Supplier’s Representatives agree that they will not bribe, attempt to bribe, or accept bribes from any individual or legal entity of any kind, nor they will engage in any acts the characterize money laundering and/or terrorism financing, whether these acts are related to placement, layering and/or integration of assets and/or values arising of illegal acts.

2.20.2. The Supplier is not authorized to act on behalf of HPGM, unless it has a power of attorney issued by HPGM on behalf of its Representatives.

2.20.3. In the event that HPGM has reason to suspect that the Supplier has failed to comply with such obligations, or is likely to do so, the Supply will be suspended, and payments will be withheld until HPGM, at its sole discretion, confirms that such violation has not occurred or that it will not happen.

2.20.4. If the Supplier discovers a fact that implies a breach of such obligations, it shall immediately take all measures to stop and/or reverse the corrupt act(s), in addition to notifying HPGM through the email ethicline@hedgepointglobal.com and cooperating with any investigations.

2.20.5. HPGM will not be obligated to make any payments to the Supplier if such payments are related to corrupt practices, money laundering and/or terrorism financing even if such payments are owed in connection with the Supply.

2.20. 6. The Supplier and Supplier Representatives undertake to comply with HPGM's Anti-Money Laundering and Terrorism Financing Policy and HPGM's Global Anti-Corruption Policy available at: https://hedgepointglobal.com/aml-ft-global-policy.

2.21. WAIVER AND NOVATION

2.21.1. HPGM's tolerance, concession or delay in demanding the performance of any obligation of the Supplier will not change that which is contracted between the Parties, will not constitute a novation or waiver of any right, nor will it prevent HPGM from demanding the performance of the Supplier's obligation.

2.22. PREVALENCE

2.22.1. If the Supplier has entered into or will enter into an agreement signed with HPGM, said agreement will prevail over the CGF with respect to the clauses that conflict between such documents, until such agreement is expressly superseded by the CGF.

2.22.2. Documentation relating to the Supply shall supersede any and all verbal understandings previously held between the Parties for the Supply.

2.22.3. If any provision of the CGF, of the Purchase Order and/or the CEF is determined to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

2.22.4. No terms or conditions submitted by the Supplier shall apply to the Supply unless expressly accepted by HPGM.

2.23. COMMUNICATION

2.23.1. All communication between the Parties will be made in writing and will be sent by electronic or physical means, provided that it is sent to the addresses contained in the Purchase Order and/or CEF related to the Supply, and the Party sending the communication must maintain proof of receipt of the communication by the Receiving Party.

2.24. ESG

2.24.1. Socio-environmental responsibility

The Parties undertake to observe the Rules of environmental preservation, as well as to develop their activities respecting the environmental Rules in force, always preventing the occurrence of environmental impacts, exonerating and reimbursing the other Party of any and all liability and/or costs arising from environmental damages.

The Parties warrant that: (i) all their properties have all valid environmental authorizations or are demonstrably exempt from them, through documentation accepted by the competent environmental agencies. In addition, these properties are not located in regions designated as legal reserves, unless they are duly registered with the competent environmental agencies; (ii) has no history of convictions in judicial, administrative and/or arbitration proceedings for practices that contravene environmental Rules or that are related to the confrontation of racial discrimination, child labor and work in conditions analogous to slavery; (iii) is not subject to sanctions arising from the maintenance of workers in situations analogous to slavery; (iv) its properties and corporate headquarters are not included in the list of embargoed areas maintained by the applicable agency or regulator.

2.24.2. Diversity and anti-discrimination

The Parties are committed to valuing and promoting diversity, curbing any manifestations of prejudice, so that no employee, customer, supplier, service provider, third party, is the target of discriminatory treatment, including but not limited to, arising from their race, ethnicity, cultural heritage, country of origin, socioeconomic status, age, religious belief, gender identity, sexual orientation, physical, cognitive, or psychic condition, marital status, political conviction, or any other characteristic element.

If the Supplier discovers a fact that implies non-compliance with such obligations, the Supplier shall immediately take all measures to interrupt and/or reverse the act(s), in addition to notifying HPGM through the email ethicline@hedgepointglobal.com and cooperate with any investigations. The Supplier shall immediately notify HPGM of any environmental, health or safety violation. If the Supplier receives any communication from any public body or from any private individual, the Supplier shall inform HPGM of such communication within five (5) days.

Failure to comply with the obligations of this Clause will result in a serious breach of contract, giving the Innocent Party the right to promptly terminate the Contract, without any burden or penalty. The Party responsible for the breach shall be obliged to bear any losses and damages, in addition to the penalties provided for both in this Agreement and in the Rules. It should be noted that each Party shall not be liable for actions and losses or damages resulting from the other Party's failure to comply with any of these laws or this clause.

HPGM shall not be obliged to make any payments to the Supplier if such payments are related to environmental crime practices, corruption, money laundering and/or terrorist financing, even if such payments are due by reason of the supply

2.25. PENALTIES

2.25.1. If CEF establishes penalties applicable to the Supply, the provisions described in this clause will apply.

2.25.2. The fines will be considered as net and certain, obliging the Supplier to pay them within the period stipulated in the payment notification, also being subject to compensation with any amounts owed by HPGM to the Supplier, at HPGM's sole discretion.

2.25.3. The fines may be cumulative in the event of a recurrence by the Supplier in relation to the same or different obligations.

2.25.4. Neither Party will be liable to the other for damages resulting from the total or partial non-performance of the Supply, resulting from an act of God or force majeure event.

2.25.4.1. Acts of God or force majeure events are understood as the occurrence of unpredictable events and not caused by error, fault, intent or negligence of the Parties.

2.25.4.2. The Party that has acted with duly proven fault prior to the event may not invoke the exception of unforeseeable circumstances or force majeure.

2.25.4.3. Strikes and labor disputes that the Parties may suffer and that do not prevent the fulfillment of their respective obligations, even with more difficulties, will not be considered as acts of God or force majeure events.

2.26. SUPPLY GUARANTEE

2.26.1. The Supplier will arrange for all repair, correction, reconstruction and replacement operations, even after completion of the Supply, for the minimum guarantee period established in the Standards or offered by the Supplier when the Supply is contracted.

2.27. UNILATERAL CHANGE OF THE GENERAL SUPPLY TERMS

2.27.1. HPGM reserves the right to unilaterally change the terms of the CGF, without the need to expressly inform the Supplier about such changes, as long as HPGM publishes the new version of the CGF on the Supplier Portal.

2.27.2. The Supplier, in turn, has the obligation to periodically become aware of the updated general supply terms, which will be available at the electronic address mentioned in the previous clause.

2.27.3. If the Supplier does not agree with the new version of the CGF, it must inform HPGM of it in writing and the Supply in progress at the time will continue to be governed by the version that was in force at the contracting moment. As soon as such Supply is completed, the relationship between the Parties will be dissolved, at no cost to any of them.

2.28. DISPUTE RESOLUTION

2.28.1. The Supply will be governed and interpreted in accordance with the HPGM entity contracting the Supply, according to the table below, unless otherwise determined in the CEF:

HPGM Entity	Applicable law	Applicable Forum
Hedgepoint Global Markets Distribuidora de Títulos e Valores Mobiliários Ltda	Brazil	Campinas/SP
HedgePoint Commodities LLC	New York	Borough of Manhattan in New York City/New York
HedgePoint Schweiz AG (HedgePoint Switzerland Ltd)	Switzerland	Zurich
HedgePoint Global Markets LLC	New York	Borough of Manhattan in New York City/New York
Hedgepoint Participações Financeiras Ltda	Brazil	Campinas/SP
Hedgepoint Serviços Ltda.	Brazil	Campinas/SP
HedgePoint Global Markets PTE.LTD	Republic of Singapore	Singapore
HedgePoint Global Markets S.A.	Uruguay	Montevideo

2.28.2. In the event of any dispute regarding the Supply, before electing to go to court, the Parties will use their best efforts to resolve the dispute amicably, including, if necessary, in observance of the mediation procedure indicated below.

2.28.3. At the request of either Party, upon written notice given to the other Party five (5) days in advance, the initiation of a mediation procedure referring to the subject matter of the conflict will be requested.

2.28.4. In the notification, the Party that has requested mediation must indicate the disputed matter and appoint a mediator who is an expert in the area that is the object of the conflict.

2.28.5. Within five (5) days from the date on which it has received the written notice from the Party requesting the mediation, the receiving Party must present its version of the disputed matter, also in writing, and inform whether it accepts the mediator indicated by the Party requesting the mediation or, as the case may be, said receiving Party shall appoint one more mediator who is also a specialist in the area that is the object of the conflict.

2.28.6. The mediator accepted by the Parties, or the mediators appointed by each of them, will examine the disputed matter with ample freedom to form a conviction, being able to request documents from the Parties and/or third parties, carry out examinations and expert investigation, collect testimonies and information from any persons.

2.28.7. The mediator or mediators must exercise their functions impartially, transparently and in compliance with the principles of adversarial proceedings and other constitutional guarantees.

2.28.8. In the exercise of their functions, the mediator or mediators will keep secrecy over the information provided which, by its nature or at the request of whoever reveals it, must be treated as Confidential Information.

2.28.9. If there is more than one mediator and the dispute is not unanimous, these mediators will appoint a third mediator who is also an expert in the area of the conflict, who will be able to review all aspects of the proceeding carried out so far and request additional measures. At the end of this evidentiary phase, the mediators will make a final decision by majority vote, with their decision being binding on the Parties.

2.28.10. The Parties' option for the mediation procedure has the nature of a transaction on available property rights, under the terms of civil law.

2.28.11. The decision of the mediators will constitute an extrajudicial enforceable instrument of a contractual nature and may be enforced in court by the interested Party.

2.28.12. Within the limits of the subject matter of the mediation, the Parties hereby waive the right to submit the same dispute to a judicial decision.

2.29. PREDICTIONS AND FORECASTS

2.29.1. Any supply predictions and/or forecasts shall not be considered by the Supplier as steady until it receives the corresponding Purchase Order.

2.29.2. Such predictions and/or forecasts are for planning purposes only and do not constitute an obligation or commitment between the Parties, and there is no penalty to be imposed if the volume referred to in the Purchase Order is below the volume previously forecast by the Parties.

2.29.3. All commitments assumed by the Supplier with the purchase of supplies necessary for the Supply will be at its own risk.

2.29.4. If such commitments are assumed after receipt of the Purchase Order by the Supplier and then HPGM withdraws from the Supply, the Parties will negotiate the compensation of the costs incurred by the Supplier with such commitments.

2.30. POWERS-OF-ATTORNEY

2.30.1. If the Supplier needs a power-of-attorney to perform the Supply, it must request the issuance of the document to HPGM, committing to inform it if any updates are necessary, especially those that impact the proxies granted by HPGM.

2.31. NO ASSOCIATION

2.31.1. The Supply does not imply the formation of a factual or legal partnership or any association of any kind, between HPGM and the Supplier, nor does it establish, between them, solidarity or co-responsibility regarding any of the obligations that fall on any of them.

3. SPECIAL ASPECTS OF THE SUPPLY OF GOODS

If the Supply is related to Goods, the conditions below shall be applicable, without prejudice to the other conditions contained in the CGF that are also applicable to the supply of goods in general.

3.1. SPECIFIC PACKAGING

3.1.1. In case the Goods supplied requires specific packaging, the Supplier must provide said packaging together with the Goods, unless HPGM is able to package it as instructed by the Supplier.

3.2. FLOW

3.2.1. The Supplier shall manage the Supply of Goods to HPGM in a way that does not harm the regular flow of its operations, always meeting the quantities described in the Purchase Orders.

3.3. REJECTION

3.3.1. Goods supplied to HPGM will be subject to inspection and approval by HPGM or by a third party designated by it.

3.3.2. HPGM may reasonably reject any and all Goods delivered by Supplier, and no inspection, approval, delay or failure to inspect by HPGM shall exempt or limit Supplier's liability in connection with the Supply.

3.3.3. If HPGM justifiably rejects any Goods, it will have the right to cancel the remaining balance of the respective Purchase Order without this implying any burden to HPGM, without prejudice to, alternatively:

a) request a refund, credit, or replacement of the Goods already supplied;

b) request the Supplier to repair, correct or provide rework as stipulated by HPGM, whereas all costs associated with such actions, as well as with the transportation of the Goods, shall be borne by the Supplier. The Goods will be kept at HPGM's premises until they are removed by the Supplier, whereas the risk of damage or loss of the Goods will be borne by the Supplier;

c) arrange for correction to the Goods, remitting the costs of such correction to the Supplier.

3.3.4. All non-conforming Goods that have been corrected by the Supplier or by HPGM or its subcontractors will have the same warranty as those that have not gone through the correction process. Warranties will commence from the date of re-delivery of the corrected Goods.

3.3.5. If the Goods supplied that have suffered non-conformities have signs, brands, logos, colors or any information that leads to the establishment of the relationship of the Goods with HPGM, the Supplier, before discarding them according to the Rules, must de-characterize them so that the Goods are no longer related to HPGM.

3.4. TRANSPORTATION

3.4.1. All costs related to transportation and packaging applied to the Supply will be included in the price of the Supply, unless otherwise stipulated in the Purchase Order and/or CEF.

3.4.2. Any delivery of Goods greater than or inferior to the delivery referred to in the Purchase Order will not be accepted by HPGM, and such deliveries will have their risks and expenses borne by the Supplier.

3.4.3. In the event of over-delivery of Goods, HPGM will not be obligated to store or preserve such surplus goods. If Supplier does not remove such Goods immediately, all expenses that HPGM may incur to store, preserve and even return said Goods shall be borne by Supplier.

3.4.4. In the case of underdelivery of Goods, all expenses related to the re-delivery of the remaining Goods will be borne by the Supplier, who cannot pass them on to HPGM.

3.4.5. If the remaining Goods are in short supply and the Supplier is unable to deliver them to HPGM, the Supplier will then discount the Supply in proportion to the Goods that are not supplied to HPGM.

3.5. REFUND OF FEES

3.5.1. If the Supply is related to Goods that are used in the production cycle of HPGM products, and for this reason HPGM holds any right to refund import taxes, in this case the Supplier undertakes to provide all necessary documentation so that the HPGM can obtain such refunds.

4. SPECIAL SERVICE PROVISION ASPECTS

If the Supply is related to services, the conditions below shall be applicable, without prejudice to the other conditions contained in the CGF that are also applicable to the supply of services in general.

4.1. LABOR

4.1.1. The Supplier will supply all the specialized labor and in the quantity necessary for the performance of the services contracted by HPGM, according to the deadlines stipulated for the Supply, as well as providing, at its own expense, if and when applicable, all the tools, equipment and materials necessary for the performance of the Supply, with the Supplier bearing the burden arising from breakages, damages and loss of such items.

4.1.2. The Supplier will maintain a trained team in order to meet the needs of the Supply, as well as, whenever necessary, improve the methods used and replace any employee and/or subcontractor if they:

a) do not meet the technical requirements agreed with the HPGM;

b) do not comply with the Rules;

c) do not contribute to the correct performance of the Supply.

4.2. HPGM GOODS

4.2.1. If the Supplier uses resources or assets owned by HPGM to perform the Supply, it may only do so to perform the services contracted by HPGM, becoming a trustee of such assets, and must maintain the care and good handling of such resources or goods as if they were their own.

Annex 1

DATA PROCESSING AGREEMENT "DPA"

1. INTRODUCTION

This document aims to establish or complement the contractual provisions regarding the processing of Personal Data carried out by the Supplier, additionally stipulating the commitment to confidentiality regarding such data.

2. GENERAL PROVISIONS

2.1. Superseding Law: In the event of new legislation to which the Parties are subject, both commit to negotiate, in good faith, the necessary adaptations to this DPA in order to maintain compliance with the applicable legal provisions.

2.2. Compliance with Obligations: Both Parties may request reasonable evidence of compliance with the obligations set forth in this DPA at any time.

2.3. Deletion and Retention of Personal Data: In the event of termination of this Data Processing Agreement and/or the CEF, the Supplier must immediately cease and delete, and ensure that the immediately cease and delete, any use of Personal Data that exceeds what is strictly necessary for compliance with applicable legislation and for the regular exercise of their rights, respecting the legally established retention period.

2.4. Duration: This DPA is valid as long as there is a relationship between the Parties, under the terms and conditions of the CGF.

2.5. Amendment: This DPA may be modified and updated by HPGM at any time, with the consent of the Supplier, in order to ensure the constant compliance with the laws regarding privacy and protection of Personal Data.

3. SPECIFIC CONDITIONS FOR PRIVACY AND DATA PROTECTION

3.1. The Parties declare that they are aware and guarantee that they adopt all necessary measures to ensure the privacy, information security, and protection of Personal Data of the data subjects involved in this DPA, in compliance with the applicable regulations, including, but not limited to, the Federal Constitution of the Federative Republic of Brazil, the Brazilian General Data Protection Law "LGPD" (Law No. 13,709/2018), the Brazilian Internet Civil Rights Framework (Law No. 12,965/2014), the European General Data Protection Regulation "GDPR", the California Consumer Privacy Act "CCPA", and the Swiss Data Protection Act "SDPA".

3.2. The Supplier shall, and shall ensure that the Supplier Representatives also do so, execute any and all contracts that applicable laws and regulations require HPGM to obtain from its Supplier or its Representatives in order to comply with privacy laws or regulatory requirements.

3.3. The Supplier acknowledges being aware of the content of HPGM's privacy notice, available at https://hedgepointglobal.com/privacy-notice/, and undertakes to fully comply with it.

Requirements for the Processing of Personal Data

3.4. The Supplier may process Personal Data shared by HPGM and shall comply with the principles established in the applicable legislation. For this purpose, the Supplier shall:

a) Process Personal Data only for the purposes specifically authorized by HPGM;
b) Maintain its database updated, adopt and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized alteration, disclosure, or access, as well as against loss, damage, or destruction;
c) Ensure the existence of reliable and secure systems operated by or on behalf of the Supplier;
d) Promptly notify HPGM of any:
(i) Security breach or suspected security breach that may have compromised the Personal Data;
(ii) Unauthorized processing of Personal Data (or suspected unauthorized processing) and cooperate with HPGM to fully address the matter;
(iii) Suspected violation of the applicable Personal Data protection regulations by the instructions given by HPGM;
e) Ensure compliance with data subjects' rights, always keeping HPGM informed of such compliance and promptly responding to HPGM's requests in this regard;
f) Process Personal Data with confidentiality and limit access and other processing operations only to trained employees involved in the Supply;
g) Comply with all applicable laws, regulations, decrees, and regulations regarding privacy and data protection, regardless of the provisions of this DPA.
h) Apply customized restrictions to the specific nature of the data and the risks involved whenever the processing involves sensitive Personal Data, as defined in the respective applicable regulation, including, but not limited to, data revealing racial or ethnic origin, religious or philosophical beliefs, political opinions, union membership, criminal convictions, genetic or biometric data, and data concerning health or a person's sex life. This may include restricting the authorized personnel from accessing Personal Data, additional security measures (such as anonymization), and/or additional restrictions.
i) Follow the principle of "Privacy by default".
j) After the termination of the CEF, delete all Personal Data processed on behalf of the Services provided, unless the retention of Personal Data is required/allowed by law or authorized by the data subject.

3.5. The processing or international transfer of Personal Data outside the jurisdiction in which it was originally provided to the Supplier may only occur with the prior express consent of HPGM, additionally, the Supplier shall adopt additional measures reasonably required by HPGM to legitimize the processing and international transfer of Personal Data to Third Parties or Supplier Representatives, in accordance with

applicable law, especially in cases of countries that do not have globally recognized data protection legislation.

3.6. The Supplier shall notify and cooperate with HPGM as necessary to provide all data subjects whose Personal Data has been shared in the context of the Supply with the ability to effectively exercise their legal rights, including but not limited to access and correction of their Personal Data.

3.7. The Supplier shall notify and cooperate with HPGM in any HPGM investigation, especially when required by a government or regulatory authority or any internal HPGM investigation related to the processing of Personal Data during the Supply.

3.8. The Supplier shall not assign any of its processing obligations to a Third Party or Supplier Representatives without the specific prior written authorization of HPGM, and when applicable, the data subject.

Information Security Requirements

3.9. The Supplier agrees to maintain a written Information Security Program (or equivalent) that includes reasonable measures designed to:
a) Ensure the security, confidentiality, and integrity of HPGM's data and Personal Data;
b) Protect against unauthorized access and use of HPGM's data and subject's Personal Data;
c) Protect against threats or risks to the security or integrity of HPGM's data and subject's Personal Data;
d) Ensure that the Supplier Representatives comply with applicable Personal Data and information security legislation;
e) Ensure the confidentiality, integrity, availability, and permanent resilience of processing systems and services.
f) Comply with applicable laws regarding Personal Data and information security.
g) The Supplier agrees not to reduce the level of security concerning the above requirements.

3.10. The Supplier agrees to provide evidence, upon prior request from HPGM, of the existence and compliance with the information security program (or equivalent).

3.11. The Supplier shall immediately notify HPGM of any suspicion of or security incident related to Personal Data and/or HPGM's Confidential Information.

3.11.1. In the event of a security incident (including but not limited to loss, misuse, unauthorized access, destruction, deletion, alteration, or any form of unauthorized processing of Personal Data) within the scope of this DPA, the party involved in the incident shall notify the other party within 24 (twenty-four) hours, informing about potential consequences and the measures being taken and that will be taken to remediate the problem and contain risks. The Parties agree to make their best efforts to assist the party involved in the Personal Data and/or Confidential Information incident in taking remediation and risk containment measures if the Personal Data subject to the incident has been shared by HPGM with the Supplier.

3.11.2. The notification of the security incident shall contain (a) the date and time of the incident; (b) description and nature of the affected Personal Data; (c) information about the data subjects involved or impacted by the security incident (including the total number of affected data subjects); (d) risks associated with the security incident; (e) if the Supplier did not notify the other party immediately after the occurrence of the security incident, the reasons preventing compliance with that deadline should be indicated; (f) measures that have been or will be taken to mitigate the effects of the security incident.

3.12. The Supplier agrees to indemnify, defend, and hold harmless HPGM, its controllers and subsidiaries, its partners, directors, employees, representatives, data subjects, or Third Parties from any and all liabilities, costs, expenses, losses, damages, and/or lost profits (including but not limited to attorney's fees, court costs, and judgments) incurred by them with respect to any claim, action, or arbitral, judicial, extrajudicial, or administrative demand of any nature brought by Third Parties, including consumers and governmental bodies, related to the violation of applicable data protection law(s), acting in non-compliance with this DPA or any specific instruction from HPGM regarding the Personal Data provided by it. In this case, the Supplier shall (i) promptly notify HPGM of the demand; (ii) provide all necessary assistance to HPGM; and (iii) grant HPGM indirect control over the defense of any claim, action, or arbitral, judicial, extrajudicial, or administrative demand of any nature.

Hierarchy
In case of contradiction between the clauses of this DPA and the provisions of related agreements entered into between the Parties that are in force at the time these clauses are agreed upon or subsequently executed, the provisions of this DPA shall prevail.