GENERAL TERMS AND CONDITIONS OF PURCHASE AND/OR PROVISION OF SERVICES ("GENERAL TERMS AND CONDITIONS")

The Parties to this instrument are V.TAL - REDE NEUTRA DE TELECOMUNICAÇÕES S.A., a company organized and existing under the laws of Brazil, headquartered at Rua Casa do Ator, No. 919, Vila Olímpia, ZIP Code 04546-003, in the City of São Paulo, State of São Paulo, enrolled with the CNPJ/MF under No. 02.041.460/0001-93, as the party contracting the supply of the Products and/or the provision of the Services, hereinafter referred to as the "**Buyer**", and the legal entity that supplies the Products and/or provides the Services, hereinafter referred to as the "**Seller**", duly qualified in the Purchase Order. The Parties have mutually agreed to enter into the Purchase and/or Service Provision Agreement ("Agreement"), consisting of the Purchase Order and these General Terms and Conditions of Purchase and/or Provision of Services, subject to the following clauses and conditions:

1. SCOPE

1.1. Under the terms of these General Terms and Conditions and of the Purchase Order, the Seller shall supply the Buyer with the Products ("Products"), new and without any prior use, including all parts, accessories, spare parts and other items comprising them, and/or shall provide the Services ("Services"), as described in the Purchase Order.

1.1.1. The Products sold and delivered by the Seller shall be new and shall strictly comply with the specifications detailed in the Purchase Order and must, at the time of delivery, conform to the variety, quantity, color, type and other characteristics specified by the Buyer. Mere delivery of the Products at the place agreed upon by the Parties does not imply technical acceptance by the Buyer.

1.2. This engagement does not require exclusivity between the Parties, and the Buyer may, at its sole discretion, purchase any similar or identical Products and/or Services from any other supplier, at any time and place.

1.3. Requests for Products and/or Services by the Buyer shall be formalized through Purchase Orders ("PO") on the digital platform indicated by the Buyer, which shall form part of this Agreement and shall be subject to its clauses and Exhibits. All terms and conditions of this Agreement shall be deemed fully accepted by both Parties upon the Buyer's sending of the PO to the Seller.

2. OBLIGATIONS OF THE SELLER

2.1. Without prejudice to any other obligations arising from this Agreement and/or applicable law, the Seller undertakes to:

(a) Supply the Products and/or perform the Services in a professional manner, in accordance with the best techniques adopted in the market and in compliance with the schedule and deadlines agreed upon by the Parties, as set forth in the Purchase Order;
(b) Follow the technical specifications and guidelines provided by the Buyer with respect to the Services and the supply of the Products, as well as the disposal of materials, when applicable;
(c) Always comply with legislation in force, including standards, laws, regulations, ordinances and recommendations, whether public or private, issued by federal, state and municipal authorities, undertaking to obtain and regularly maintain any and all qualifications, registrations, licenses and/or authorizations pertinent to the regular conduct of its activities and those of its contractors, being fully liable before the regulatory bodies and professional associations to which it is subject;
(d) Inform the Buyer, within a maximum period of 24 (twenty-four) hours from becoming aware of the occurrence, of any (i) irregularity or problem involving deadlines, cost and/or quality relating to the Products and/or Services, even if only in part, in order to avoid negative impacts on progress, and (ii) any security occurrence or incident relating to the supply of the Products and/or the provision of the Services or any violation of the Buyer's Policies;
(e) Provide all information relating to the nature and progress of the supply of the Products and/or the provision of the Services, ensuring that such information is made available with the notice necessary for the Buyer to carry out the appropriate analysis and comply with any commitments or deadlines established, whether internally or before third parties;
(f) Be fully liable for the costs and expenses arising from the supply of the Products and/or the provision of the Services, except for those that must be paid or reimbursed by the Buyer, when previously agreed in writing by the Parties;
(g) Replace, at its own expense, any Products and/or redo or revise any Services that are justifiably considered inadequate by the Buyer, and the Seller shall further be liable for any additional costs or burdens arising from any inadequacy of the Products and/or Services;
(h) Ensure that the Products supplied and/or Services provided are free from defects or flaws, apparent or hidden, for a period of at least 24 (twenty-four) months after complete delivery, unless a longer statutory warranty period applies ("Warranty

Period"); should a defect or flaw be identified within this Warranty Period, the Seller shall have 10 (ten) business days to remedy the defect/flaw or replace the Products, and this period may be extended upon formal justification and prior acceptance by the Buyer, especially in cases of technical and/or logistical complexity. In duly justified urgent situations that compromise safety, the normal course of activities and/or that may cause damages to the Buyer, such period may be reduced, as agreed between the Parties;

(i) Supervise all stages of the supply of the Products and/or the provision of the Services, as well as oversee the conduct of its employees, subcontractors, directors, partners, representatives and/or agents acting at any stage, being liable for their actions;

(j) Safeguard the good image and reputation of the Buyer, ensuring that its employees are instructed to maintain conduct in accordance with applicable standards, morals, courtesy and good manners, treating all persons with cordiality and politeness, so as not to cause harm to the Buyer's image and/or name;

(k) Not use or disclose the Buyer's name, trademarks or printed materials, such as, for example, letterhead or any other documents exclusive to the Buyer, without prior authorization and in accordance with the terms of this Agreement;

(l) Actively cooperate in gathering and providing any data or information that the Seller has or becomes aware of by virtue of the supply of the Products and/or the provision of the Services, as requested by the Buyer;

(m) Comply with and provide all means for compliance with the People Requirements for External Providers ("Requisitos de Gente para Provedores Externos"), an integral part of this Agreement, available at https://vtal.com/politicas-institucionais/;

(n) Participate and remain in good standing, when applicable, in the supplier qualification, development and training program indicated by the Buyer, including, but not limited to, the Supplier Coach program, in accordance with the periodic criteria established by the Buyer, and the Seller shall further bear the corresponding costs, when applicable; such participation may be regarded by the Buyer as a condition for the Seller's continued inclusion in its registry of approved suppliers and for continued access to the platform used to manage and receive Purchase Orders (PO);

(o) Keep the Buyer's premises free of debris and other waste after delivery of the Products and/or provision of the Services, leaving the area suitable for use;

(p) Immediately notify the Buyer upon discovery of any manufacturing failure or defect detected after delivery and acceptance of the Products and/or provision of the Services, presenting an action plan for correction within a reasonable time to be agreed with the Buyer;

(q) Supply Equipment/Materials duly approved by the competent regulatory body, in particular the National Telecommunications Agency (Agência Nacional de Telecomunicações – "ANATEL"), as applicable;

(r) Deliver the Products at the place and within the deadlines indicated in the respective PO or at another location expressly agreed between the Parties;

(s) Deliver to the Buyer, together with the Products, the corresponding tax documentation formalizing the sale of the Products, as well as all technical documentation and user manuals, as applicable;

(t) Properly package the Products for transport and deliver them to the Buyer at the previously agreed time, observing any packaging instructions provided by the Buyer. Unless otherwise expressly set forth in this Agreement or agreed between the Parties, the Seller shall bear all costs incurred until delivery of the Products at the location indicated by the Buyer, including, without limitation, any expenses for loading, insurance, transport, storage, logistics and unloading of the Products;

(u) Be liable for all risks and obligations, of any nature, in respect of the Products, until such time as delivery, handover and transfer of ownership of the Products to the Buyer occurs, at which time the Buyer shall become the lawful owner and the Warranty Period shall commence; and

(v) If the scope of this Agreement includes the supply of telecommunications products and/or equipment for use within the Buyer's networks and services, the Seller shall have and maintain a cybersecurity policy compatible with the principles and guidelines set forth in the Cybersecurity Regulation Applicable to the Telecommunications Sector (Regulamento de Segurança Cibernética Aplicada ao Setor de Telecomunicações), approved by ANATEL Resolution No. 740, dated December 21, 2020 ("R-Ciber"), as well as conduct periodic independent audit processes, as set forth in the Cybersecurity Policy for Suppliers of Telecommunications Products and Equipment to Service Providers (Política de Segurança Cibernética de Fornecedores de Produtos e Equipamentos de Telecomunicações para as prestadoras – "PSC") approved by ANATEL under Act No. 16,417, dated November 22, 2024, and the results of the audit process must be made available to the Buyer and/or ANATEL at any time, whenever requested.

2.1.1. In the event that the Products and/or Services are supplied, delivered, assembled or otherwise handled, even if only partially, on the Buyer's premises or at another location indicated by the Buyer, the Seller, in addition to the other provisions previously set forth in this Agreement, shall:

(a) Present its employees in uniform and duly identified while on the premises, observing all of the Buyer's security, occupational health and access control standards, as well as all other guidelines of the Buyer, in addition to the building's internal rules and the Accident Prevention Safety Standards set forth in applicable law;

(b) Submit to the Buyer all documents relating to the personnel and equipment that will be used in the supply of the Products and/or the provision of the Services, at least 72 (seventy-two) hours in advance, for prior review and authorization to enter the premises, except in emergency situations, in which the deadline may be different; and

(c) Upon completion of the work, keep the site clean, free of debris, discarded materials and other waste, leaving the area ready for use.

3. OBLIGATIONS OF THE BUYER

3.1. Without prejudice to any other obligations arising from this Agreement and/or applicable law, the Buyer undertakes to:

(a) Make the payments due as a result of the supply of the Products and/or Services within the term agreed in the Purchase Order; and

(b) Provide the Seller with the information and data necessary for the supply of the Products and/or the provision of the Services, in addition to ensuring the relevant access.

4. PRICE AND PAYMENT TERMS

4.1. The amounts to be paid by the Buyer to the Seller for the supply of the Products and/or the provision of the Services shall be set forth in the Purchase Order ("Price").

4.2. Invoicing for the supply of the Products and/or the provision of the Services must take place after approval of the Products and/or Services by the Buyer and must be preceded by the corresponding Purchase Order ("PO") issued by the Buyer. The Buyer shall not, under any circumstances, be liable for payment of any equipment/materials or services invoiced without prior issuance of a PO.

4.3. After completion of the steps set forth in clause 4.2 above, the Seller must issue the tax document ("Invoice") within the deadlines set forth in the Buyer's Annual Schedule (Cronograma Anual – "Annual Schedule"), which may be requested by the Seller at any time. Invoices must mandatorily contain, in addition to the legal requirements, (i) the Purchase Order (PO) number, in the format "Pedido: 45xxxxxxxx", and (ii) the correct indication of the NCM (Nomenclatura Comum do Mercosul – Mercosur Common Nomenclature) of the Equipment/Materials and/or the corresponding item/code of the List of Services set forth in Complementary Law No. 116/2003, as applicable, under penalty of refusal/return of the Invoice by the Buyer, in which case clause 4.8 of this Agreement shall apply.

4.3.1. If any Invoice is issued by the Seller after the monthly deadline indicated in the Annual Schedule, the Buyer may request its immediate cancellation.

4.3.2. Invoicing and issuance of an Invoice by any Subcontractor of the Seller directly to the Buyer is prohibited.

4.4. All Invoices must be issued and sent to the e-mail addresses indicated below, by the deadline set forth in the Annual Schedule, following the steps below:

Service Invoices (NF de Serviços): recebimento.nfse@vtal.com
Materials and CTE Invoices (NF de Materiais e CTE): recebimento.nfexml@vtal.com

1. Issuance of the PO and receipt, installation and approval of the Products and/or Services by the Buyer.
2. Issuance of the Invoice by the Seller, pursuant to the Annual Schedule, and sending to the e-mail addresses indicated by the Buyer. The negotiated Payment Term shall begin on the date the Invoice is issued, unless the Invoice (i) is issued outside the deadlines set forth in the Annual Schedule, (ii) is not sent to the e-mail addresses indicated by the Buyer, and/or (iii) is refused/returned by the Buyer due to inconsistencies or incomplete information, in which case the Payment Term shall only begin on the date the corrected and/or regularized Invoice is duly issued and sent to the Buyer, subject to the deadlines set forth in the Annual Schedule.
3. Payment of the Invoice by the Buyer, to occur on the 5th, 15th or 25th day immediately following the expiration of the negotiated Payment Term set forth in the Purchase Order.

4.5. Payment shall be made by the Buyer by deposit into a bank account held by the Seller, previously provided for registration purposes.

4.6. The deposit into the Seller's bank account shall be deemed an instrument of settlement of the Invoices, and the Buyer shall not be liable for any burden arising from unavailability of the funds due to an error in the Seller's banking details or any form of restriction and/or unavailability affecting the bank account.

4.7. In the event the Seller changes its bank account, the new bank account shall become valid as of the following month, provided that the procedures indicated by the Buyer are followed when the change is requested by the Seller.

4.8. In the event of delay, errors, failures or discrepancies in the Invoices issued by the Seller, the payment term shall be automatically suspended until the date of its regularization by the Seller, subject to the deadlines set forth in the Annual Schedule, and no penalty or monetary adjustment shall apply.

4.9. If the Buyer identifies any errors, failures or discrepancies in Invoices already paid, the Buyer shall notify the Seller, indicating the amount improperly paid and choosing, at its sole discretion, between deducting such amount from the next payment or immediate reimbursement by the Seller, to a bank account to be indicated at that time.

4.10. The Price includes all taxes and all expenses necessary for the complete supply of the Products and/or provision of the Services, as well as for compliance with the other direct and/or indirect contractual obligations, including, but not limited to: (i) labor; (ii) materials and costs related to the transport of persons and property (unless otherwise previously and expressly agreed between the Parties); (iii) administration; (iv) costs related to payroll charges, insurance premiums of any nature and indemnities; and (v) withholding of taxes levied on the supply of the Products and/or provision of the Services, as set forth by law.

4.11. The Seller is expressly prohibited from assigning or transferring credits or rights related to this Agreement, and may not use them as collateral for banking or financial transactions of any kind, nor may it discount, negotiate, pass on or otherwise assign the credits arising from this Agreement to financial institutions, "*factoring*" companies or third parties, without the Buyer's prior express authorization. The absence of such authorization shall render the assignment or transfer ineffective against the Buyer, which may refuse to make any payment to the third-party assignee or beneficiary of the transfer. Without prejudice to the other penalties set forth in this Agreement, breach of this clause shall result in a non-compensatory penalty being applied to the Seller equivalent to 20% (twenty percent) of the amount of the credit improperly assigned or transferred. The Buyer's right to claim additional losses and damages is reserved, should the losses and damages actually suffered exceed the amount of this penalty.

4.12. Each Party shall be responsible for the full settlement of all tax, social security, insurance and other obligations, when applicable, including labor-related obligations, arising from the conduct of its activities.

4.13. In the event of breach by the Seller of any of the provisions contained in this Agreement or in applicable law, the Buyer shall be authorized to withhold payment of amounts owed for the supply of the Products and/or the provision of the Services, upon prior notice, and shall make the corresponding payment once the breach has been remedied.

4.14. In the event legal proceedings are brought against the Buyer as a result of acts or omissions of the Seller (including its employees, agents and subcontractors) related to the subject matter of this Agreement, including labor or social security matters relating to employees, third parties or agents of the Seller, the Buyer may withhold amounts owed for the supply of the Products and/or the provision of the Services as security, up to the amount in dispute, and such withholding may be maintained until final and unappealable judgment, unless otherwise agreed between the Parties at that time.

4.15. The amounts withheld shall be returned to the Seller as soon as the Buyer verifies full performance of the breached obligation in question, and no penalty or monetary adjustment shall apply.

5. FORCE MAJEURE

5.1. Pursuant to applicable law, in particular Article 393 of the Civil Code, fortuitous or force majeure events shall release both Parties from liability, provided that the consequences of such events could not have been foreseen and/or, although foreseeable, their effects could not have been avoided or prevented, in whole or in part, even if the consequences could have been foreseen, and such events prevent at least one of the Parties from performing its obligations under this Agreement, in whole or in part.

5.2. The Party prevented from performing its obligations due to a fortuitous or force majeure event must notify the other Party in writing, within a maximum period of 3 (three) days from the occurrence of the event, or in the shortest time possible, depending on the circumstances.

5.3. The Party affected by a fortuitous or force majeure event shall apply its best efforts to mitigate its effects and perform its obligations under this Agreement to the extent reasonably practicable, in order to resume performance of its obligations as soon as possible.

6. INDEMNIFICATION

6.1. The Seller shall hold the Buyer harmless, shall assume liability and shall ensure payment of indemnities for any direct damages caused to the Buyer, including lost profits, arising from or as a result of acts and/or omissions of the Seller in the performance of the activities set forth in this Agreement or arising therefrom.

6.1.1. The Seller shall further assume full liability for any defects or flaws, apparent or hidden, in the Products and/or Services supplied to the Buyer, and shall bear the payment of indemnities for any direct damages arising therefrom.

6.1.2. Neither Party shall be liable to the other for indirect damages, except in cases of willful misconduct or gross negligence.

7. PENALTIES

7.1. Unjustified delay in payment of amounts owed to the Seller for the supply of the Products and/or the provision of the Services for a period exceeding 30 (thirty) days shall give rise to a late-payment penalty of 2% (two percent) of the value of the corresponding Invoice.

7.2. If the supply of the Products and/or the provision of the Services, even if only in part, is not carried out by the Seller in accordance with the provisions of this Agreement and its Exhibits, with applicable law and with the agreed quality standards, the Buyer shall notify the Seller so that, within a period of up to 15 (fifteen) days from the sending of the notice, it adopts the measures necessary for correction, under penalty of the applicable penalties and termination of the Agreement for cause.

7.3. In cases of contractual default without a specific penalty, the Buyer may apply a non-compensatory penalty of 10% (ten percent) of the total value of the Purchase Order, without prejudice to indemnification by the Seller for the costs, expenses and/or damages caused to the Buyer arising from or related to the default.

7.4. In the event the Seller fails to meet the deadlines related to the performance of the activities set forth in this Agreement or arising therefrom, the Buyer may apply a non-compensatory penalty of 0.5% (half a percent) of the value of the overdue Products and/or Services, per day of delay, limited to a total of 20% (twenty percent) of the value of the overdue Products and/or Services, without prejudice to indemnification by the Seller for the costs, expenses and/or damages caused to the Buyer arising from or related to the breach.

7.5. The application of any penalty set forth in this Agreement does not exclude the possibility of the Buyer requiring additional indemnification, corresponding to the damages actually suffered, should they exceed the amount of the penalties applied, pursuant to Article 416, sole paragraph, of the Civil Code.

7.6. The Parties acknowledge as liquid and certain all fines and penalties applicable under this Agreement, and the Buyer is authorized to withhold such amounts directly from the credits owed to the Seller.

8. OWNERSHIP OF MATERIALS ARISING FROM THE AGREEMENT

8.1. The Seller acknowledges that all materials and results generated, suggested, reported and/or developed specifically as a result of the supply of the Products and/or the provision of the Services or other activities provided for in the Agreement, including, but not limited to: documents, projects, drawings, formulas, products, ideas, methods and processes and their derivations or improvements, shall be the exclusive property of the Buyer, without prejudice to the Seller's ownership of its intellectual property pre-existing this Agreement.

9. ENVIRONMENT

9.1. The Seller represents that it is, and shall remain, in full compliance with the socio-environmental legislation applicable to its activities, undertaking to keep up to date all licenses, authorizations and registrations required by the competent authorities (federal, state and municipal), including, when applicable, permits, the Federal Technical Registry (Cadastro Técnico Federal – CTF), operating licenses, the Certificate of Movement of Waste of Environmental Interest (Certificado de Movimentação de Resíduos de Interesse Ambiental – CADRI), the Waste Transport Manifest (Manifesto de Transporte de Resíduos – MTR) and

Final Disposal Certificates (Certificados de Destinação Final – CDF), under penalty of application of the penalties set forth in this Agreement and possible termination for cause.

9.2. The Seller is fully responsible for the transport, storage and delivery of the Products to the destination indicated by the Buyer, in compliance with the provisions of the Regulation for the Transport of Dangerous Products (Regulamento para o Transporte de Produtos Perigosos) (ANTT Resolution No. 5,947/21), Law No. 9,605/98 (Environmental Crimes) and applicable technical standards, including NBR 7500 and NBR 14619. The Seller must ensure that all transport is carried out with adequate environmental licensing, using personnel who have duly completed emergency training and maintaining environmental insurance compatible with the risk of the cargo.

9.3. The Seller must immediately notify the Buyer of any environmental incident, irregularity or non-conformity observed during performance of the Agreement, adopting emergency measures to mitigate impacts, without prejudice to its liability, pursuant to this Agreement and applicable law.

10. ANTI-CORRUPTION REPRESENTATIONS AND WARRANTIES AND PREVENTION OF TERRORISM FINANCING

10.1. The Seller, as well as any companies or persons controlling it, together with its subsidiaries, partners, legal representatives, officers, employees and agents related in any way to the subject matter of this Agreement, hereby represents that it knows and understands the terms of the Anti-Corruption Law (Federal Law No. 12,846/2013), its implementing Decree (Federal Decree No. 11,129/2022), the Administrative Improbity Law (Federal Law No. 8,429/1992), the Public Procurement Law (Federal Law No. 14,133/2021), the Conflict of Interest Law (Federal Law No. 12,813/2013), the Money Laundering Law (Federal Law No. 9,613/1998), the Criminal Organizations Law (Federal Law No. 12,850/2013) or any other related laws, as well as the Foreign Corrupt Practices Act ("FCPA") of the United States of America (collectively, the "Anti-Corruption Rules"), undertaking to refrain from any activity constituting a violation of the provisions of these Anti-Corruption Rules during the term of this Agreement, and further undertaking to conduct its business practices, during the performance of this Agreement, ethically and in compliance with applicable legal requirements, in strict observance of the provisions of the Anti-Corruption Rules. In performing this Agreement, the Seller or any third parties linked to the subject matter of this Agreement must not give, offer, pay, promise to pay, or authorize the payment, directly or indirectly, of any money or anything of value to any government authority, in violation of the Anti-Corruption Rules ("Prohibited Payment"). A Prohibited Payment does not include payment of expenses provided for in applicable law and in the Buyer's policies.

10.2. The Seller, on its own behalf and on behalf of all professionals involved in the day-to-day of its operations, represents that it has full knowledge of the Code of Ethics and Conduct (Código de Ética e Conduta) and the Manual of Ethics and Expected Conduct for Third Parties (Manual de Ética e Conduta Esperada para Terceiros), available at https://vtal.com/politicas-institucionais/, an integral part of this Agreement, and represents that it will comply with the provisions of the respective documents.

10.3. The Seller is hereby made aware that the Buyer provides a Confidential Channel that can be accessed by any person, whether or not an employee of the Buyer or the Seller, to report matters related to breach of the Anti-Corruption Rules, as well as any illegal or unethical practices carried out by any employee or person acting on behalf of or for the benefit of the Buyer, such as, but not limited to, inappropriate conduct with public authorities and corruption, fraud, inappropriate conduct in bids and contracts with Direct or Indirect Public Administration, harassment and discrimination practices, among others. This channel can be accessed at the website https://canalconfidencial.com.br/vtal/ or by telephone at 0800 721 0783.

10.4. The Seller represents that it complies and will comply with all applicable laws and regulations related to economic and trade sanctions, as well as to the prevention and combating of terrorism financing, including applicable national and international rules, undertaking not to carry out any transactions, direct or indirect, that involve or benefit persons, entities or countries subject to sanctions, and not to maintain any commercial, financial or operational relationship with persons, entities or organizations subject to sanctions or designations by competent authorities, or with criminal organizations, illicit groups or entities involved in illegal activities, including those related to terrorism financing, drug trafficking or other relevant illicit activities, nor to engage in acts that may constitute terrorism financing, including the use of third parties to conceal the ultimate beneficiary.

10.5. The Seller shall immediately notify the Buyer of any breach of the obligations set forth in this clause and related to the subject matter of this Agreement.

10.6. Breach of this clause, in any of its aspects, is considered a material breach, and the Buyer reserves the right to require appropriate corrective measures, when possible. Breach may give rise to immediate termination of the Agreement for cause, regardless of any notice, subject to the penalties set forth in this Agreement, and the Seller shall further indemnify the Buyer for any and all claims, damages, losses, injuries, penalties and costs (including attorneys' fees) that may be suffered by the Buyer.

11. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

11.1. The Seller may not disclose to third parties any information, documents and materials that it comes to know, receives and/or develops by virtue of this Agreement, relating to the business, products, services and customers of the Buyer that are not publicly known, including, among others, technical, commercial, marketing, financial, legal, strategic, planning and innovation information, goals, and the terms and conditions of contracts generally entered into between the Parties and between either of them and third parties, as well as information on the other Party's objectives ("Confidential Information"), except where expressly permitted by this Agreement. Confidential Information also includes all analyses, compilations, data, studies or other documents or records (whether written or stored on computers, electronic, digital or other media) prepared by either Party, containing or based on any Confidential Information.

11.2. The Seller may only use, disclose, provide or make available such Confidential Information to its service providers, third parties, subcontractors, advisors, agents and/or consultants and officers of affiliated or controlled companies ("Third Parties"), provided that such Third Parties are strictly necessary for the supply of the Products and/or the provision of the Services and are subject to confidentiality obligations at least substantially similar to those set forth in this Agreement, with the Seller being liable for their acts with respect to the Confidential Information.

11.3. Upon completion of the supply of the Products and/or the provision of the Services, or if the Agreement is terminated for any reason, the Seller must, within a maximum period of 30 (thirty) days from termination, return or destroy, at the Buyer's discretion, all Confidential Information, whether physical or electronically recorded, or in any other form in its possession, notifying the Buyer in writing of the return and/or destruction of the Confidential Information; the Seller is prohibited from retaining copies of the Confidential Information, except for copies that the Seller is required to retain due to a legal and/or regulatory requirement, in which case the confidentiality obligations set forth in this Agreement shall remain in effect for the entire period during which the Seller retains possession of the Confidential Information.

11.4. If Confidential Information is requested by a competent authority, the requested Party must immediately notify the other Party of the fact, and may not, under any circumstances, disclose any Confidential Information without prior notice to the other Party, and must request that the administrative and/or judicial proceedings be kept under seal and disclose strictly what was requested, preserving the remaining Confidential Information.

11.5. The confidentiality obligations set forth in this clause are irrevocable and shall remain in effect even after termination of the Agreement, regardless of the reason, for an additional period of 5 (five) years from termination of the Agreement, and shall survive indefinitely with respect to Confidential Information that constitutes know-how or an industrial secret (trade secret), pursuant to applicable law.

12. PRIVACY AND DATA PROTECTION

12.1. Within the scope of this Agreement, and for the purpose of performing the subject matter hereof, the Parties may have access to Personal Data, which shall be considered Confidential Information under this Agreement. Each Party undertakes to comply with the provisions of Law No. 13,709/2018 (General Data Protection Law – Lei Geral de Proteção de Dados – "LGPD") and other regulations related to the subject of privacy and personal data protection, including guidelines, resolutions and guidance from the National Data Protection Agency (Agência Nacional de Proteção de Dados – "ANPD"), in performing the subject matter of the Agreement.

12.2. The Seller represents that it is aware of and agrees to comply with the provisions of the Privacy Policy for Suppliers (Política de Privacidade para Fornecedores), available at https://vtal.com/politicas-institucionais/, undertaking to observe and fully comply with all obligations established therein, especially those relating to the processing, protection and security of Personal Data. Breach of the obligations set forth in that document shall be considered a contractual violation, subjecting the Seller to the applicable sanctions, without prejudice to the other liabilities set forth by law and in this Agreement.

13. GENERAL PROVISIONS

13.1. The Parties expressly acknowledge that they are independent of one another and, consequently, neither Party may assume any obligation on behalf of the other Party, nor represent itself as a representative or attorney-in-fact of the other Party, unless expressly authorized by the other Party.

13.2. Any proposal(s) of the Seller that form part of this Agreement shall apply only to the extent they do not conflict with the Agreement, and the applicability of any legal-natured provisions contained therein is expressly excluded, including, but not limited to: provisions on fines/penalties, indemnification/limitation of liability, term/termination, privacy/data protection, secrecy/confidentiality and anti-corruption.

13.3. Any omission or tolerance by either Party in requiring strict compliance with the terms and conditions specified in this Agreement shall not constitute a novation or waiver of its rights, which may be exercised at any time.

13.4. The Seller may not assign or transfer, in whole or in part, any of its obligations or rights established in this Agreement, or otherwise related thereto, without the Buyer's prior written consent.

13.5. This Agreement binds and is binding upon the Seller and the Buyer, and their successors and assignees, on any basis, and shall constitute an extrajudicial enforcement instrument pursuant to the procedural legislation in force.

13.6. If any provision set forth in this Agreement is deemed invalid, ineffective or unenforceable, in any respect, by any judicial authority, such decision shall not affect the validity, effectiveness or enforceability of the remaining provisions, which shall continue in force and effect as if the invalidated provisions had never been part of this Agreement. The Parties shall negotiate, in good faith and with respect for the original intent of those involved, the replacement of the invalid, ineffective or unenforceable provisions with valid provisions whose economic and practical effects are as close as possible to the effects of the invalid, ineffective or unenforceable provisions.

13.7. This Agreement constitutes the entire agreement between the Parties, prevailing over any other document or verbal understanding previously entered into by them regarding the subject matter described herein, and none of its clauses or conditions may be amended, except by written agreement signed by the legal representative of both Parties.

13.8. All notices, notifications or waivers must be sent by e-mail or letter, both with confirmation of receipt, addressed to the Legal Department or legal representatives, always considering the address of the Parties set forth in the Purchase Order.

13.9. No authorization to use the trade name, trademarks, logos, symbols, insignia, copyrights or any other intellectual property rights is granted to the Seller under this Agreement, and any such use shall always require the Buyer's prior express written consent.

13.10. The clauses of this Agreement that, by their nature, are of a lasting character, especially those relating to civil liability, civil, labor, tax and social security obligations, and judicial or administrative proceedings, as well as intellectual property rights and confidentiality, shall remain valid even after termination or expiration of this Agreement.

13.11. The formation, validity and interpretation of this Agreement shall be governed in accordance with the laws of the Federative Republic of Brazil.

14. JURISDICTION

14.1. The courts of the Judicial District of São Paulo/SP are elected as competent to settle disputes arising from the formation, validity and interpretation of this Agreement, with express waiver of any other, however privileged.