

Annex I

TM Associados Terms of Business

The following terms and conditions, subject to any amendments agreed in writing, will apply to the provision of legal services generally or in relation to a specific matter, as follows:

1. Definitions

"Case": each transaction or dispute in which TM Associados acts in the representation/defense of the Client's interests.

"Proposal": document indicating the scope of the provision of services by TM Associados, according to the Case, and the corresponding amounts of attorney's fees.

"Client(s)": (i) the legal entity(ies) and/or other individual(s) whose interests will be represented/defended by TM Associados; and (ii) all those who are appointed by the clients as able to instruct TM Associados' lawyers on how to conduct a Case.

"TM Associados": Theon de Moraes Sociedade de Associados, with its articles of incorporation registered with the Brazilian Bar Association – São Paulo Section at fls. 153/156 of Book No. 233 of the Registration of Law Firms under No. 22623, registered with the CNPJ under No. 27.995.172/0001-07, headquartered at Rua João Canela, No. 161, Jardim Brasil, Jundiaí/SP, CEP 13201-852, Brazil.

"OAB": Brazilian Bar Association.

2. Scope of our hiring

TM Associados will receive specific instructions from the Client for the conduct of each of the cases.

The scope of the provision of services by TM Associados to the Client will comply with the provisions of the Proposal.

3. Attorney's Fees

The amount of the attorney's fees to be paid by the Client to TM Associados will be fixed by mutual agreement for each Case. TM Associados clarifies that the value of its lawyers' hours is periodically reviewed, which may impact the Case Proposal.

Attorneys' fees, corresponding to the hours worked, are calculated in the month following the provision of services. Together with the respective invoice, a Worked Hours Report is provided, detailing the tasks performed, the professional responsible for them and the hours spent on each task.

All the values indicated in the proposal are adjusted annually in July by the accumulated average of the IPCA and the IGP-M/FGV, respecting the minimum adjustment of 1 (one) year.

Payments must be made every 10 (ten), unless otherwise agreed between the parties, and in a timely manner, upon presentation of an invoice. If any of the payments do not occur in a timely manner, there will be a late payment fine of 10% (ten percent) on the outstanding amount, interest of 1% (one percent) per month and monetary correction by the IGPM-GV, until the date of effective payment, and default for a period of more than 30 (thirty) days will result in the suspension of the provision of services by TM Associados and default for a period of more than 60 (sixty days) will result in the termination of the fee contract for just cause, and TM Associados is not liable for any stoppage of services.

Any discounts granted by TM Associados on the amount of attorneys' fees reflect the recognition of the good relationship between TM Associados and the Clients, who, among other aspects, pay the attorneys' fees on time. In the event of delay in the payment of attorneys' fees, TM Associados may review any discounts granted.

All expenses incurred with **(i)** notary services (such as certificates, deeds, authentications, opening and notarization of signatures, obtaining certificates and other fees charged by public agencies); **(ii)** translation services; **(iii)** travel expenses, including lodging, parking, food and transportation; **(iv)** transmissions via fax, as well as costs for international and domestic calls; **(v)**

remuneration of technical assistant, accountant or any other professional hired, extra or judicially; **(vi)** costs, fees and/or procedural fees, due in accordance with the legislation applicable to the Judiciary and other bodies of the Public Administration; and **(viii)** other expenses related to the provision of the services object of the Proposal, are not included therein and will be charged separately. The payment of any taxes levied on such expenses must be made by the Client.

4. Termination of the contract

The attorney's fee agreement with TM Associados may be terminated:

- (i)** at any time, by sending a notice within a reasonable period (60 days) and payment of attorneys' fees and reimbursement of expenses incurred, as contracted; and
- (ii)** when either Party has failed to substantially comply with its contractual obligations and has not remedied its default within a reasonable period, observing the minimum period of thirty (30) days from the receipt of written notice given in this regard by the other party.

In case of contract termination, the loss and success fees (*Success Fee*), if levied on the Case, will be due in the following proportions: (i) 1/3 if the termination occurs in the 1st judicial instance and (ii) 2/3 if the termination occurs in the 2nd judicial

instance. If the termination occurs in a higher court (TST, STJ or STF) or in the phase of settlement of the judgment or compliance with an agreement (even if extrajudicial), the loss and success fees (*Success Fee*) will be due in full.

5. Due Diligence

TM Associados declares that it performs its obligations in relation to the case with diligence, in accordance with the standards expected of a law firm and in compliance with its professional and legal obligations.

TM Associados' duty of care refers only to the Client and does not extend to its partners, managers, *holding companies*, subsidiaries, affiliates or other third parties, unless such duty of care has been previously agreed in writing between the parties.

The Client undertakes to carry out continuous monitoring of its Electronic Judicial Domicile (DJE), as well as its Electronic Labor Domicile (DET), among other similar systems, and to inform TM Associados, in an agile manner, about any notification of procedural deadline that is relevant. Failure to provide timely communication may result in TM Associados being exempt from liability for any losses or loss of procedural deadlines.

In the event of a breach of the duty of diligence that results in direct damage to the Client, the parties will take into account the scope of the contract and the amount of the

attorney's fees related to the Case ("Limit of Liability") to, in view of the care and diligence expected by the Client in the conduct of the Case, set any amount to be compensated by TM Associados, subject to the Limitation of Liability of TM Associados established in these Terms of Business and in the contract(s) signed with the Client.

In the event that TM Associados is liable for damages proven to have been caused to the Client as a result of the provision of the contracted services and another party is also liable for the same damages (or would have been liable if it had signed a contract in its favor for the fulfillment of its obligations with the standard of care and diligence that the Client would have the right to expect under the circumstances), the amount of compensation to be paid by TM Associados shall be reduced due to the liability of this other party for the same damage.

To determine the existence and scope of this other party's liability for the damage, the following must be considered:

- (i) Any agreement entered into between the Client and the other party limiting the amount of the amount payable by such party;
- (ii) The Limitation of Liability of TM Associates set forth in these Terms of Business and the agreement(s) entered into with Customer; and
- (iii) Any insufficiency (actual or potential) of recovery of this party whether due to liquidation, prescription of claims, difficulty in enforcement, or any other

reason related to the liquidity of the other party.

6. Designation of cases according to competence and specialty of lawyers

Our firm offers the concept of law called "*full service*", in which each lawyer works in different areas of law, keeping our teams lean and efficient, which allows us to understand the needs of the Client's business and the creation of a solid partnership relationship.

Thus, when requesting a work from TM Associados, your work will be assigned to a team specialized in the subject.

7. How to apply for a job/guidance/etc.?

The papers/orientations/etc. can be requested in a preliminary meeting or by e-mail. And, if the Customer wishes, he can call TM Associados.

We suggest that emails be sent according to the topic to the respective area at one of the following addresses:

- trabalhista@tmassociados.com.br
- contencioso@tmassociados.com.br
- tributario@tmassociados.com.br
- consultivo@tmassociados.com.br

TM Associados does not use WhatsApp to receive and send documents and information.

Exceptionally, TM Associados may form a WhatsApp group with the Client, which will only be used for messages (scheduling meetings, e-mail notices and reminders).

8. Use of Artificial Intelligence (GPT) in the Services Provided by TM Associados

In order to optimize the provision of legal services and maintain an efficient and modern approach, TM Associados makes use of Artificial Intelligence (AI) tools, including GPT, to support its internal processes, such as document preparation, legal research, and task automation.

AI tools, such as GPT, are used exclusively to assist in the preparation of documents and legal analysis, always under the supervision of qualified lawyers. The AI-generated content is reviewed by TM Associados professionals before being delivered to the client, ensuring that the service provided complies with applicable legal standards and the firm's quality standards.

TM Associados adopts strict security protocols to ensure that customer data processed by AI is treated in compliance with the General Data Protection Law (LGPD). There is no sharing of personal or confidential information with third parties without the prior consent of the client, except when necessary for the execution of the contracted services, in accordance with

the applicable contractual and legal provisions.

The use of GPT is restricted to operational support and does not replace the personalized legal advice provided by TM Associados' lawyers. All documents and guidance provided to the client are reviewed by our lawyers.

Data processing through GPT occurs exclusively in corporate systems and platforms previously approved by TM Associados, ensuring the security and confidentiality of the information. The firm does not make use of unauthorized software or tools for the processing of client data.

By accepting the terms of service provision of TM Associados, the client expressly consents to the use of AI tools, such as GPT, under the conditions stipulated herein, aiming at the optimization of the services provided.

9. Office Hours

The services are carried out on weekdays (Monday to Friday) during business hours (from 9 am to 6 pm), via telephone or e-mail.

10. Deadlines for implementation

For inquiries, the response time is, on average, 48 (forty-eight) hours from the request. However, this time may vary according to the complexity of the work/orientation and, for this reason, upon

receiving a request, an estimate of the deadline for delivery of the requested works will be sent to the Client.

11. Validity of the assignments/guidelines delivered

The provision of services by TM Associados is of means, that is, TM Associados assumes the obligation to ensure compliance with the agreement with the Client, but is not obliged to guarantee the result eventually expected by him, whose non-achievement will not imply any ethical violation or indemnity/reimbursement by TM Associados.

The work/guidance is prepared and delivered exclusively based on the information provided by the Client to TM Associados at the time of the request for the work/guidance.

Therefore, all works/guidelines must be analyzed as a whole, since the analysis of selected parts and other factors considered in the preparation may result in an incomplete and/or incorrect understanding of their content. Thus, the works/guidelines delivered reflect the existing and effective conditions at the time of their preparation, according to the information that was made available to us and analyzed until the date of delivery. Therefore, the work/guidelines are valid exclusively on the date of their preparation, since future events and other developments may affect their conclusions.

TM Associados does not assume any obligation to change, update, revise or revoke the works delivered under any circumstances.

12. Late delivery of documents and information

If the Client has not delivered the documents and/or information necessary for the preparation of the work/guidelines within the requested deadline, TM Associados will not be liable for any damages caused by the delay and/or non-delivery of documents and information, as well as if the delay and/or non-delivery of documents and information causes urgency and/or reduction of the deadline for delivery of the works/guidelines, for execution, an Urgency Fee will be charged (see value/hour).

13. Out of Hours Assignments/Orientations

To request work/guidance outside office hours, simply forward the request via email.

For the execution of these works/guidelines, attorneys' fees will be charged in one of the following ways ("Urgency Fee"):

- (i)** R\$ 450.00 (four hundred and fifty reais) per request of this nature, when the contracts are not based on hours; or
- (ii)** according to the hours worked (see value/hour), observing the increase of 50% (fifty percent) on the value of the hours.

14. Urgent work/guidelines

Urgent jobs are those that need immediate attention because they are totally linked to the concept of time, that is, it is urgent because it has a short deadline to be completed.

Urgency is most often linked to the expired deadline, short execution time and something that was not done in a timely manner and, therefore, became urgent.

Inquiries requesting guidance and/or urgent work will be charged in one of the following ways ("Urgency Fee"):

- (iii)** R\$ 450.00 (four hundred and fifty reais) per request of this nature, when the contracts are not based on hours; or
- (iv)** according to the hours worked (see value/hour), observing the increase of 50% (fifty percent) on the value of the hours.

15. Confidential Information

TM Associados will treat as confidential all information received from the Client and will not disclose any information received without the prior consent of the Client.

The information made available by the Client for the conduct of the Case will only be disclosed on an exceptional basis, in the following cases:

- (i) When TM Associados is obliged to do so in compliance with the applicable legal provision or court order;
- (ii) To third parties who are working for TM Associados in order to conduct the Case, such as translators, experts and corresponding lawyers; and
- (iii) When TM Associados is required to do so in self-defense within the limits established by the OAB Statute and Code of Ethics and Discipline.

If the disclosure of confidential information occurs based on the exception provided for in item (ii) above, TM Associados will request that the third party sign a specific confidentiality agreement (NDA) or maintain a generic confidentiality agreement for the benefit of all Clients.

Subject to the confidentiality rules of the Brazilian Bar Association and specific confidentiality rules disclosed in writing by the Client, TM Associados may mention the Client's name and use the Client's logo in its *marketing* materials, including for disclosure in office rankings and presentation material of its services to Clients.

16. Conflict of Interest

TM Associados has internal procedures designed to prevent action in a case where there is a conflict or there is a significant risk of conflict with the Client's interests.

Unless otherwise expressly agreed in writing, TM Associados may accept engagement in

relation to a case without previously consulting Clients, provided that the rules applicable to conflicts of interest permit.

17. Data protection

When providing services to the Client, TM Associados may collect, store and use the Client's information for the internal account opening process and other administrative procedures for the management of the Case. From the outset, the Client authorizes TM Associados to store such data.

Under the terms of the applicable legislation, the Client agrees that TM Associados may monitor electronic communication to ensure compliance with legal obligations, regulations and internal policies of TM Associados itself.

18. Anti-corruption and money laundering

The Client declares that it is aware, knows and understands the terms of the Brazilian anti-corruption law (Law No. 12,846/2013), the Anti-Corruption Policy of TM Associados and any other applicable anti-corruption laws regarding the subject matter of the attorney's fee agreement, in particular the *Foreign Corrupt Practices Act* of the United States of America ("FCPA") and the *UK Bribery Act* of the United Kingdom (jointly, the "Anti-Corruption Rules").

The Client undertakes to conduct and practice all activities related to the Case in an

ethical manner and in compliance with the Anti-Corruption Rules. Thus, the Client undertakes to, but is not limited to, not offering or receiving valuables, not making illegal or improper payments, not giving gifts and gratuities, as well as not offering any other types of advantages to public authorities in order to influence their decision.

For the purposes of interpreting these Commercial Terms, a Public Authority means any individual who:

- (i) Any natural person who occupies a legislative, administrative or judicial position of any nature; by nomination or by election;
- (ii) Performs a public function in any of the Federal, State or Municipal spheres, in any body, agency or company of public administration; or
- (iii) Is an official or agent of an international public organization; political party, official party, or political candidate.

TM Associados may request that the Client provide information and documents about its identity (and, where relevant, the identity of its directors) and/or other relevant information (including proof of the source of funds) in order to comply with its legal obligations and its internal policy not to engage in any money laundering activity or attempt. Such information and documents may be requested from the Client at any time during the relationship between the Client

and TM Associados. From the outset, the Client undertakes to promptly provide TM Associados with the requested information and documents.

TM Associados will not engage in agreements that it knows or suspects facilitates, among other things, the retention, use, or control of proceeds of crime or benefits from criminal activity. If during the conduct of the Case, TM Associados finds that such involvement may occur, TM Associados will cease its work on the Case and may not present the Client with justification for the termination of its performance.

19. Final Provisions

In accordance with TM Associados' policy on the destruction of documents, TM Associados may destroy physical and digital files after six (6) years from the submission of the final invoice of the Case. If Customer wants the physical file or a specific document returned, the request for return must be made in writing within fifteen (15) days of Customer's receipt of the final invoice for the Case and prior to payment of such invoice.

Unless otherwise agreed, the attorneys' fee agreement entered into between TM Associados and the Client is subject to Brazilian law and any dispute will be resolved by arbitration, in Portuguese language, in accordance with the Arbitration Rules of the Arbitration and Measurement Center of the American Chamber of Commerce for Brazil –

São Paulo. The arbitral tribunal shall be composed of three (3) arbitrators, of which one (1) shall be chosen by TM Associados, one (1) shall be chosen by the Client and one (1) arbitrator shall be chosen in accordance with the Arbitration Rules of the Arbitration and Measurement Center of the American Chamber of Commerce for Brazil – São Paulo. The seat of arbitration shall be the city of São Paulo, State of São Paulo, Brazil.

For persecutory measures (execution) the competent court will be the district of Jundiaí/SP.

Nothing in these Terms of Business excludes or restricts any liability to the extent that cannot be excluded or restricted by applicable laws or rules.

THEON DE MORAES LAW FIRM

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