

## **GTLAWYERS**

### **STANDARD TERM FOR THE PROVISION OF LEGAL SERVICES**

**No 01/2021**

**TANZILLI SOCIEDADE DE ADVOGADOS**, enrolled at CNPJ/ME under no. 18.021.975/0001-61, headquartered at Rua Bandeira Paulista, no. 275, 1º e 4º floors, Itaim Bibi, São Paulo - SP, CEP: 04532 010 and **TANZILLI E BRUNSCHWIG SOCIEDADE DE ADVOGADOS**, enrolled at CNPJ/ME under no. 28.156.229/0001-39, headquartered in the city of Rio de Janeiro at Av. Ataulfo de Paiva 135, room 410, CEP 22440-901 (jointly "**GTLawyers**" or "**Party**"), offer advocacy and legal services to its Clients ("**Clients**" or "**Party**" and jointly with **GTLawyers** the "**Partes**"), governed by the Brazilian legislation in effect, which provision applies to this Standard Term for the Provision of Legal Services ("**Term**") unrestrictedly and unconditionally, according to the clauses and conditions presented below.

Whereas **GTLawyers**:

- a) It is committed to providing legal services of the highest quality and with a level of excellence that enables it to build lasting relationships with its **Clients**; and
- b) Desires to establish general terms and conditions that will govern and apply to all specific commercial proposals that **GTLawyers** may send to its **Clients**;

CONSEQUENTLY, this Term shall apply to all commitments entered into between **GTLawyers** and its **Clients**, unless otherwise agreed in writing in the specific proposals, being certain that it is subject to the legislation in force and to the following clauses and conditions.

#### **Clause One - Object**

**1.1** The object of the present Term is to establish general and complementary clauses and conditions to the fee Proposals ("Proposals") to be signed between **GTLawyers** and its **Clients**.

- 1.2** This Term is henceforth an integral part of any Proposals sent to **Clients**, which will contain the link to access this Term (<https://www.gtlawyers.com.br/en/>).
- 1.3** The legal services to be provided by **GTLawyers** will be described in the Proposals including, necessarily, activities inherent to the practice of law, in accordance with the Statute of the Brazilian Bar Association, as well as those specified in the Instrument of Mandate, when applicable.
- 1.4** The **Parties** expressly acknowledge, through this Term, that the services provided by **GTLawyers** constitute a means and not an end activity, being established that the agreed fees will always be due, regardless of the achievement of any result.

#### **Clause Two - Fees and Payment Conditions**

**2.1** For the services contracted and rendered, according to the scope and premises contained in the Proposal, **GTLawyers** will be remunerated according to the established and expressed in each one of the accepted Proposals, whose established value will be considered as "gross", being certain that the responsibility for the payment of all taxes and duties of any kind will be the responsibility of the **Party** designated by law as the taxpayer or debtor.

**First Paragraph:** Unless otherwise stipulated in the Proposal, any additional services that exceed the scope foreseen in the Proposal will be charged separately from the amount established in the Proposal, observing the hourly rate designated therein.

**2.2** The invoices emitted by **GTLawyers** will contain: (i) a detailed description of the services provided; (ii) the date the services were performed; (iii) the hours spent by each professional and the respective amount incurred.

**2.3** Any payment shall be made through a bank deposit into **GTLawyers'** current account, of which the **Client** will be informed in due course.

**2.4** In the event of late payment, simple default interest of 1% (one per cent) per month will be added, as of the deadline for payment until the date of effective fulfillment of the obligation, as well as a late payment penalty of 2% (two per cent) on the updated value.

### **Clause Three – Expenses**

**3.1** Unless otherwise provided in the Proposal, all expenses arising from the provision of services such as, authentications, notarizations, copies, courier services, paralegal services, telephone calls, transport, costs and emoluments of public agencies, correspondent's fees, travel, transportation, translation of documents, among others that may be necessary for the faithful performance of services, are not included in the amounts charged as fees by **GTLawyers** and will be charged separately, through the issuance of specific note of expenses along with copies of all receipts and documents attesting the costs incurred during the assistance.

**3.2** All expenses exceeding the amount of R\$ 300.00 (three hundred reais) must be advanced and previously authorized by the **Clients**.

### **Clause Four - Responsibilities and Obligations of each Party**

**4.1** **GTLawyers'** obligations are:

- (i)** Provide the services in accordance with the scope defined in the Proposals;
- (ii)** Perform the services diligently and with properly qualified professional(s), designating the necessary professional for this purpose, who will dedicate the necessary time and skills, in a timely manner, in order to achieve the proposed goals;
- (iii)** Keep the confidentiality of the information and/or documents disclosed to it by virtue of the execution of the services;
- (iv)** Send the invoices for proper payment by the **Clients**, within the deadline established in the proposals;

- (v) Keep **Clients** aware of any facts related to the contracting of the services, especially extraordinary ones.

#### 4.2 The **Clients'** obligations are:

- (i) Make payments to **GTLawyers** within the timeframes specified in the Proposals;
- (ii) Designate a responsible person to monitor the performance of the services that are the subject of the Proposal;
- (iii) Submit all documents necessary and requested by **GTLawyers**, so as not to delay the delivery of the services by **GTLawyers** and to enable the good and faithful performance of the Proposal;
- (iv) Inform properly and sufficiently its needs and demands, so that **GTLawyers** can fully develop the contracted scope within the respective deadlines.

### Clause Five - Termination and Amendment

5.1 This Term takes effect immediately and will remain in force for an indefinite period, and may be altered provided that it is done expressly and in writing and published on the site.

### Clause Six- Confidentiality

6.1 For purposes of this Term, confidential information shall mean any and all oral, written, recorded, magnetic, electronic or other information provided by **Client**, or shared by any means with **GTLawyers**, even if such information is contained in a document in which such information appears ("Confidential Information").

6.2 **GTLawyers** commits to use the Confidential Information only and exclusively for the performance of its services in accordance with the Proposals. To this end **GTLawyers** commits to:

- (a) keep absolute confidentiality and privacy about the Confidential Information to which they have access;
- (b) except for the performance of the services identified in the Proposals, not disclose, divulge and/or transmit the Confidential Information to any third party without the prior express written consent of the **Client**;
- (c) protect Confidential Information disclosed to them with the same degree of protection used to protect their own information;
- (d) not to use in any way the Confidential Information disclosed by the **Client** for its own benefit and/or for the benefit of third parties.

**6.3 GTLawyers** obligates itself and its partners, employees, collaborators and legal representatives who have access to the Confidential Information, to comply with the confidentiality obligations set forth herein.

**6.4** The stipulations and obligations contained in the present Term will not apply to any information that:

- (a) Is demonstrably public knowledge at the time of disclosure;
- (b) Has been proven and legitimately received from third parties, strangers to the contractual relationship with the **Client**;
- (c) must be disclosed by virtue of an order of legal, judicial or competent administrative authorities, provided that the **Client** is notified in advance and within a reasonable time of the order requiring disclosure.

**6.5** Unless otherwise agreed with the **Client**, at the end of the provision of services, **GTLawyers** commits to eliminate or deliver, depending on what is expressly agreed, any and all confidential information and material that is in its possession, not keeping any copy or reproduction, by any means, of such confidential information.

#### **Clause Seven- Data Protection**

**7.1** For purposes of interpretation of this Term, the provisions of the General Data Protection

Law - LGPD (Law No. 13.709/2018) shall apply, including its definitions, as well as its Privacy and Personal Data Protection Policy, available on the website: <https://www.gtlawyers.com.br/en/>, to whose terms it is submitted.

**7.2 GTLawyers** acts as a data controller in the provision of its legal services, handling personal data provided by **Clients** in accordance with the data protection standards required by the LGPD. In addition, **GTLawyers** will implement appropriate technical and organizational security measures in order to protect and prevent against unauthorized or unlawful processing of such personal data and against accidental loss or damage to such data.

**7.3** Each **Party** will assist the other in fulfilling its respective legal obligations under the LGPD and will ensure that the provision of personal data to the other **Party** is fair and lawful by providing mutual assistance to ensure the exercise of the rights under the LGPD by Data Holders.

**7.4 GTLawyers** commits itself to treat the personal data collected only within the limits legally established for the execution of the Proposals. In the execution of the services, personal data may be shared as follows:

- (i) eventually, between the **GTLawyers** entities; and/or with one of the partners involved in the services to be provided;
- (ii) in order to provide relevant business information and ensure its continuous access to publications, events, and news of interest to **Clients**;
- (iii) for the purposes of conflict verification, compliance, financial planning, billing, business development, and issue management;
- (i) For the purpose of storage they may, using cloud technology managed by a third party service provider, employ technical and organizational measures to protect the confidentiality and security of any information shared with them.

**Single Paragraph:** Any of the cases of sharing personal data will occur only when necessary and with full assurance of compliance with our Privacy and Data Protection Policy and, especially, with the regulations of protection and privacy of personal data.

**7.5 GTLawyers** will promptly communicate to its **Client** when: (i) it receives a request or complaint from a regulatory authority or an individual exercising a right over the data; or (ii) in

the event of any data security incident.

**7.6 GTLawyers** will store the information and personal data only for the period of the processing (whether physical or electronic), or for the period required by applicable laws and professional regulations. In this case, after the end of the processing period or the period determined by law, the personal data will be deleted or anonymized, without prior notice, except for those for which the **Clients** requests the return.

**7.7** In the occurrence of damage resulting from violation of any provision of the applicable data protection legislation, including, but not limited to the LGPD, the responsible **Party** shall be liable for all damages caused to the data holder due to the improper, incorrect or illicit use of the personal data obtained as a result of such contracting, without prejudice to the determination of due damages.

#### **Clause Eight - Ethical Conduct and Integrity**

**8.1 GTLawyers** is committed to always act within all legal and ethical boundaries, and according to the highest professional standards and we expect our **Clients** to act in the same way in all their dealings with us and with their business partners. To this end, **GTLawyers** makes available to all its clients, suppliers, employees and interested third parties, its Code of Conduct and its Anti-Bribery and Anti-Corruption Policy, available on the website: <https://www.gtlawyers.com.br/en>, to whose terms it submits itself.

**8.2 GTLawyers** commits itself, within the scope of the relationships developed and arising from the provision of the services mentioned in the Proposals, to act in full compliance with the applicable anti-corruption regulations and, therefore, shall not give, offer, agree or promise to give, directly or indirectly (including through an intermediary), an undue advantage of any amount or other thing of value to public entities or agents.

**8.3** For the provision of the services, **GTLawyers** commits that, its partners, collaborators or partners have not offered, promised, given, authorized, requested or accepted any pecuniary advantage or other advantage of any type that is improper or illicit.

**8.4** For its part, the **Client** including its employees, legal representatives and agents agrees (i) not to expect or solicit any conduct from **GTLawyers** that would bring our name into disrepute or compromise our integrity, (ii) to refrain from any practice involving bribery or any other corrupt activity and (iii) to take internal measures or procedures designed to eliminate the risk of corruption and bribery during the course of our relationship.

**8.5** The **Parties** will be provided with all information necessary to demonstrate compliance with the obligations set out in this instrument and with the compliance program.

**8.6** The **Parties** agree to assist and cooperate with each other in any investigations regarding possible violations of applicable anti-corruption laws and regulations.

**8.7** The **Parties** declare that there are no criminal investigations pending against them or their legal representatives and there is no action, inquiry or proceeding that could prevent or impair the performance of the services by **GTLawyers**.

#### **Clause Nine - Communication**

**9.1** For all purposes of this Term, any notice or communication between the **Parties** shall be valid if sent to the addresses, including electronic addresses, specified in the Proposals or on the website, unless either **Party** notifies the other **Party** in writing of a new address or form of communication.

#### **Clause Ten - Termination of the Relationship**

**10.1** Each Party may at any time terminate such relationship and consequently the provision of services in accordance with the Proposals, provided that reasonable prior written notice is given to the other **Party**, subject in the case of **GTLawyers** to respect of the specific legal regulations applicable to the law profession.

**10.2** In case of termination of the services, **GTLawyers** shall be owed the fees, relating to the



services provided up to the time of termination of the relationship entered into.

#### **Clause Eleven - General Provisions**

**11.1** The **Parties** may not assign or transfer their obligations under this Term and the Proposals, without the prior written consent of the other **Party**.

**11.2** The tolerance of either **Party** with respect to any violation of any of the obligations shall not induce novation or waiver of rights granted, but shall constitute mere liberality of one **Party** in favor of the other, being certain that regarding the tolerance in the payment of fees, there shall be no waiver of rights.

**11.3** In case of divergence of interpretation between the provisions of this Term and the Proposals, the provisions contained in the Proposals will prevail.

**11.4** Each of the provisions of this Term will be considered independently and any declaration of invalidity of any stipulation contained herein will not affect the validity of the others.

#### **Clause Twelve - Jurisdiction and Applicable Law**

**12.1.** This Term and the Proposals will be governed and interpreted according to the laws of the Federative Republic of Brazil.

**12.2.** Unless otherwise provided in the Proposals, the **Parties** elect the district court of São Paulo, State of São Paulo, as the competent court to settle any and all disputes arising from this Term or the Proposals to the exclusion of any other, however privileged it may be.

#### **Clause Thirteen - Updating**

**13.1** This Term will be updated from time to time on the **GTLawyers** Website.

Last updated: [June 2023]