



HEARING SUPPORT SERVICE - CIESP/FIESP CHAMBER

TERMS AND CONDITIONS OF USE

This instrument (terms and conditions of use) establishes the conditions for contracting the hearing support service provided by the Chamber of Conciliation, Mediation and Arbitration CIESP/FIESP ("Chamber").

Before using any of the services available, the contracting party declares to have read, understood and accepted all the conditions established in the Terms and Conditions of Use.

If the contracting party is consenting to this document as a representative of a Legal Entity, he/she confirms that he/she has the authority to legally represent that Legal Entity and is committed to present the documents that attribute this representation.

CLAUSE ONE - OBJECT

1.1 The purpose of these Terms and Conditions of Use is the contracting of hearing support services, in virtual, hybrid or In-person modalities, for the exclusive purpose of holding hearings (e.g. evidentiary or preliminary hearing) and any other meetings regarding the proceeding (e.g. signing of the terms of reference).

1.2 The in-person or hybrid modality includes the hiring of a coffee break service (served once in the morning and once in the afternoon), lunch for the arbitrators or mediators at Fiesp's internal restaurant (from 12 noon to 2 pm - depending on the availability of the restaurant) and audiovisual support for holding and recording the hearing. The contracting does not include parking for the participants.

1.3 The provision of an online platform and audiovisual support for recording the audience are included in the virtual modality.

1.4 A Chamber Counsel (member of the Secretariat), upon the signing of a confidentiality agreement, will provide operational support to the hearing in the in-person, hybrid or virtual modalities, prohibited his/her action as secretary of the case.

1.4.1 The stenotype and translation services are provided by outsource companies and may be contracted by the Chamber if there is interest from the contracting parties. If there is an express request, the Chamber will provide its suppliers with the respective budgets and will submit them for the parties' approval.

1.4.2 Requests for stenotype and translation services must be made by e-mail at least 5 days in advance to the hearing, directed to the Chamber's secretary at cmasp@ciesp.com.br.

SECOND CLAUSE - OPENING HOURS

2.1 The time of use of the hearing center facilities, in-person or virtual, starts at 9 am and ends at 6 pm, with a 1-hour lunch break.

2.2 If necessary, extensions of up to 2 hours will be tolerated for the closing of the hearing, unfailingly ending until



20:00. In this case, the Chamber will issue an additional charge proportional to the exceeded hours spent using the hearing center, including remuneration for any services provided by third parties, pursuant item 1.4.1.

THIRD CLAUSE - AVAILABLE INFRASTRUCTURE

Contractors may choose to use the following infrastructure:

3.1 Room 1: encompass the participation of 3 arbitrators, 7 positions for Claimant and 7 positions for Respondent, 2 positions for stenotypists, 1 position for the Tribunal's Secretary, and 2 positions for translators (in a separate booth). Additionally, the use of 2 extra witnesses rooms (with capacity for up to 6 people each) is included.

3.2 Room 2: encompass the participation of 3 arbitrators, 5 positions for Claimant and 5 positions for Respondent, 2 positions for stenotypists, and 1 position for the Tribunal's Secretary. Additionally, the use of 2 extra witnesses rooms (with capacity for up to 6 people each) is included.

3.3 Virtual Room: the Zoom platform holds up to 500 participants and has the functionality to create private waiting and deliberation rooms. In addition, it is possible to make use of an outsourced Simultaneous translation service, pursuant Item 1.4.1., using separate channels for the original audio and translated audio.

3.3 Hybrid audiences - both in room 1 and room 2 - the Chamber will provide, at no additional cost, access to the virtual platform for virtual participants.

CLAUSE FOUR - IDENTIFICATION OF PARTICIPANTS

4.1 For all hearings (virtual, in-person, or hybrid), the contracting party must provide a list of participants and inform if they will virtually or in-person attend the hearing.

4.2 The list must include their names, e-mails, the role of each one during the hearing and any guidance on time/access restrictions in the case of witnesses.

4.3 The list must be sent to the Chamber Secretariat by email (cmasp@ciesp.com.br), no later than 5 (five) days before the hearing.

4.4 For virtual or hybrid hearings, the Chamber will provide the access links on the following business day of the receipt of the list. The contracting parties bear the responsibility to notify the virtual participants about the electronic address and access data.

CLAUSE FIVE - RATES

5.1 For the use of Room 1, the amount of BRL 25,000.00 (twenty-five thousand reais) per day will be due, considering the period from 9 am to 6 pm, according to item 2.1. The additional hours for remuneration of the Chamber will have the value of BRL 3,500.00 (three thousand five hundred reais). These amounts do not include services provided by third parties, as provided in item 1.4.1 and 2.2.

5.2 For the use of Room 2, the amount of BRL 18,000.00 (eighteen thousand reais) per day will be due, considering



the period from 9 am to 6 pm, according to item 2.1. The additional hours for remuneration of the Chamber will have the value of BRL 2,500.00 (two thousand five hundred reais). These amounts do not include services provided by third parties, as provided in items 1.4.1 and 2.2.

5.3 For the Virtual Room, the amount of BRL 12,000.00 (twelve thousand reais) per day will be due, considering the period from 9 am to 6 pm, according to item 2.1. The additional hours for remuneration of the Chamber will have the value of BRL 1,200.00 (one thousand and two hundred reais). These amounts do not include services provided by third parties, as provided in items 1.4.1 and 2.2.

CLAUSE SIX - REIMBURSEMENT

6.1 Reimbursement for the service provided is made directly by the Chamber, in advance, with the issuance of bank slips, subject to any necessary complementation if the scheduled hours are exceeded, under the terms of clause 2.

6.2 The reservation will only be confirmed with the collection of the reimbursement in full.

SEVENTH CLAUSE - RESCHEDULE AND REFUND DUE TO WITHDRAWAL

7.1 If the hearing needs to be rescheduled, respecting the availability of the Chamber's agenda, the rescheduling will not incur any additional cost if requested 15 (fifteen) days in advance of the date of the hearing or meeting.

7.2 The withdrawal requested with 30 (thirty days) or more in advance, of the date of the hearing or meeting, the contracting party will receive a refund of 80% of the amounts referred to the reservation of rooms and services.

7.2.1 If the refund is requested up to 15 (fifteen) days in advance, the refund amount will be 50% of the reservation costs.

7.2.2 If the refund is requested within a period equal to or less than 14 (fourteen) days, from the hearing or meeting, the refund amount will be 30% of the reservation costs.

7.3 The refund of services provided by third parties will be measured following what has been contracted for the specific case and the conditions established by each provider.

7.4 Once the provision of services has started, there shall not be any refund of the amounts referred to eventual unused days due to the Parties' or the Tribunal's discretion, such as in of early termination of hearings due to the withdrawal of the testimony of witnesses, experts, or assistants.

CLAUSE EIGHT - SECRECY AND CONFIDENTIALITY AND DATA PROTECTION

8.1 Any and all information, regardless of its nature, arising from or connected to this contract, , must be treated confidentially by the parties. The parties undertake to adopt the necessary measures to maintain and comply with the provisions of this clause, under penalty, if ascertained its liability. In this sense, the Parties are advised to provide guidance to their employees and subcontracted third parties in this regard.

8.2 It is agreed between the parties that all those involved will not be able to provide or reveal to third parties



outside the procedure any information stemming from the execution of the services object of this Term.

8.3 The parties hereby declare that they are aware of all the terms, parameters, requirements, and sanctions contained in Law 13.709/2018 (General Data Protection Law) and undertake to ensure full compliance with this legislation.

8.4 The contracting party also declares that it is the controller/operator of the data of individuals and legal entities that are the object of the procedure for which it contracted the hearing support service, attesting to its authenticity and validity. The parties are responsible for adopting technical and administrative security measures capable of protecting personal data from unauthorized access and accidental or unlawful situations of destruction, loss, alteration, communication, or any form of inappropriate or illicit treatment.

8.5 In the event of contractual termination, for any reason, the parties undertake to eliminate, as appropriate, all personal data made available, obtained or collected within the scope of the contractual relationship, unless there is a valid and specific legal basis for the maintenance of certain information.

CLAUSE NINE – EFFECTIVENESS

9.1 This instrument will be effective from the date of its signature and its termination with the holding of the contracted hearings or upon the withdrawal of the party, with or without the refund of the advanced amounts, under the terms of clause seven.

TENTH CLAUSE - JURISDICTION

10.1 The Parties elect the Forum of the City of São Paulo to resolve any doubts or controversies arising from this Agreement, expressly waiving any other, however privileged it may be.