

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

Preliminary note: The word "Contract" means the purchase agreement, its attachments and these General Terms and Conditions for the Provision of Services.

CLAUSE ONE - INTELLECTUAL PROPERTY

1.1 All work, results, reports and any documents obtained and/or prepared by the **CONTRACTING PARTY** or by the **CONTRACTED PARTY** in the execution of the services contracted herein shall be the exclusive property of the former.

SECOND CLAUSE - DOCUMENTS INCLUDED IN THE AGREEMENT AND ORDER OF PREVALENCE

2.1. The documents listed in the purchase agreement are integral part of the Agreement hereby formalized, regardless of its transcription, and shall be fully valid, except insofar as they have been modified by this instrument.

2.2. Any covenants, adjustments, clauses and conditions previously established between the parties are expressly revoked in everything contrary to the provisions of the Agreement, it being understood that, if there is a divergence of conditions between the agreed herein and any documents, whether an integral party hereof or not, the provisions of these General Terms and Conditions for the Provision of Services shall always prevail.

2.3. In case of divergence, the Contracting Scope prepared by the **CONTRACTING PARTY** shall prevail over any documents prepared by the **CONTRACTED PARTY**, **shall prevail, including, about the commercial proposal.**

CLAUSE THREE - PRICE AND INJUNCTION

3.1. In the amount of the provision of services, all **CONTRACTED PARTY**'s costs are already included for the perfect execution of the services, with no exception, among which:

- I - Preparation of the execution places of the services and mobilization;
- II - Work necessary to measure the services performed;
- III - Supply of materials, except when specifically indicated otherwise;
- IV - Provision of labor, including the transport of personnel at the service site;
- V - Copyrights, "royalties" and franchises;
- VI - All costs arising from labor and social security charges related to its employees and employees of any subcontractors, administrative charges, federal, state and municipal taxes, in accordance with current legislation, amortization of equipment, use and consumption materials in auxiliary activities, PPEs, interest, insurance, profits and risks, unproductiveness of labor and equipment, losses of any nature and other charges related to the performance of the Agreement;
- VII - Costs related to the letter of bank guarantee or guarantee insurance submitted by the **CONTRACTED PARTY**, in the event of the occurrence of amounts advances by the **CONTRACTING PARTY**.

3.2. The **CONTRACTING PARTY** reserves the right to stop payments, regardless of the amounts, whenever:

(a) No action is taken, considered satisfactory by the **CONTRACTING PARTY**, within a period of three (3) calendar days, for the causes of default evidenced in the execution of the contracted object, previously and expressly communicated, in writing, to the **CONTRACTED PARTY** by the **CONTRACTING PARTY**.

(b) The **CONTRACTED PARTY** does not prove to be strictly up to date with all payments to its employees and third parties, whichever may be, for which it has been bound herein.

(i) When the services are provided in the **CONTRACTING PARTY**'s facilities, the **SUPPLIER** shall submit a declaration of performance of the labor, social security and tax obligations.

(c) The quality of the services provided by the **CONTRACTED PARTY** is not in accordance with the technical specifications provided for in any of the documents of the Agreement, and no measures considered satisfactory are taken by the **CONTRACTING PARTY** within a period of three days, counted from written communication pointing out the problem.

(d) There is any proven debt of the **CONTRACTED PARTY** to the **CONTRACTING PARTY**, for whatever purpose.

CLAUSE FOUR - BILLING AND PAYMENT CONDITIONS

4.1. Payments shall be deposited in a checking account held by the **CONTRACTED PARTY** to be informed to the **CONTRACTING PARTY** in writing. The **CONTRACTED PARTY** undertakes to notify the **CONTRACTING PARTY**, in advance of 30 (thirty) days, any modification of the bank data, under penalty of suspension of payments due without any burden to the **CONTRACTING PARTY**.

4.1.1. In the event of a delay in payment due to a reason attributable to the **CONTRACTING PARTY**, a monetary correction shall be added to the amount due, calculated based on the proportional variation by IGP-DI/FGV index, calculated for the period between the first day of delay and the date of actual payment.

4.2. Once verified an error or omission on any invoice, either party may request its correction, and the result thereof, if any, shall be recorded on the invoice immediately following its finding. The invoice that presents defect that totally invalidates it shall be replaced, and the deadline for payment shall be effective from the date of receipt of the new invoice.

4.3. The release of payments due by the **CONTRACTING PARTY** to the **CONTRACTED PARTY** shall be against the MONTHLY CHECK, pursuant to number (I), sub-item (b), item 3.2 above, of compliance with and payment of all labor and social security obligations related to the **CONTRACTED PARTY**'s or third parties' employees, subcontracted thereby, allocated for the execution of the services contracted herein and of all taxes and charges incident and arising from the operationalization of these services contracted herein.

4.3.1. Failure to receive the copies of the duly authenticated payment slips shall result in a withholding of the payment and it is hereby agreed that the

CONTRACTING PARTY shall not be liable for any burden arising from such failure.

4.4. The **CONTRACTED PARTY** forthwith authorizes the **CONTRACTING PARTY** to deduct from the amount of its invoices, its pecuniary obligations corresponding to:

- (a) Fines provided for herein;
- (b) Repair of damages proven caused by the **CONTRACTED PARTY** or its subcontractors to equipment or materials owned by the **CONTRACTING PARTY**, after the latter having provided all the documents, information, saved and other items required by the **CONTRACTED PARTY**'s insurance company, for proper coverage.
- (c) Any other costs incurred by the **CONTRACTING PARTY** and which, under this agreement or the law, are the responsibility of the **CONTRACTED PARTY**.

4.5. The **CONTRACTED PARTY** shall be solely responsible for the payment of the services performed by its subcontractors and for all taxes arising therefrom, in accordance with current legislation. Between such subcontractors and the **CONTRACTING PARTY** there shall be no mandatory legal relationship.

4.6. It is a condition for the payment of each Invoice the submission of the **CONTRACTED PARTY**'s declaration of settlement of the previous obligations under the responsibility of the **CONTRACTING PARTY**.

4.6.1. If there are obligations not paid by the **CONTRACTING PARTY**, the **CONTRACTED PARTY** shall reserve them in the aforementioned declaration of settlement.

4.7. It is expressly forbidden, in whole or in part, the assignment, disposal, transfer or discount with third parties, for whatever purpose, of the credits arising from the Agreement, by the **CONTRACTED PARTY**, without the express consent of the **CONTRACTING PARTY**.

CLAUSE FIVE – EXECUTION OF SERVICES

5.1. The execution of the service object of the Agreement shall be done according to (i) service scope, (i) cost composition sheet and (i) commercial proposal, in this order of prevalence.

5.2. When the services are provided at the **CONTRACTING PARTY**'s facilities, the **CONTRACTED PARTY** shall maintain, for the provision of these services, its workforce duly uniformed and bearing an identification badge, for access control to the **CONTRACTING PARTY**'s facilities.

5.3. The **CONTRACTED PARTY** shall assume all contractual responsibilities arising from any subcontracting, before the **CONTRACTING PARTY**, being considered, for all purposes, as the **SOLE and EXCLUSIVE CONTRACTED PARTY**.

5.4. The **CONTRACTED PARTY** undertakes, during the term of the Agreement or its possible extension, not to use materials / equipment of inferior quality, inadequate or possibly not applicable to the desired purposes. Other materials may only be used if there is prior written consent of the **CONTRACTING PARTY**'s Responsible Sector.

5.5. The final acceptance of the services shall be preceded by the **CONTRACTING PARTY**'s approval, upon verification and proof of satisfaction regarding its execution, but does not imply termination of the responsibilities that the Law and the Agreement assign to the **CONTRACTED PARTY**.

CLAUSE SIX – USE OF THE CONTRACTING PARTY'S EQUIPMENT

6.1. The **CONTRACTED PARTY** may use equipment owned by the **CONTRACTING PARTY** to perform the services object of the Agreement, conditioned to the prior authorization of the **CONTRACTING PARTY**, reported in appropriate form.

6.2. The **CONTRACTED PARTY** declares and guarantees that its employees, who use equipment owned by the **CONTRACTING PARTY**, have full knowledge, qualification and experience regarding its use.

6.4. The receipt of the equipment by the **CONTRACTED PARTY** characterizes the acceptance as to its perfect conditions of use and maintenance, and the **CONTRACTED PARTY** shall be responsible for restoring and indemnifying any damage caused to the equipment itself or as a result of its use, to the asset of the **CONTRACTING PARTY**, its employees and third parties.

6.5. The **CONTRACTED PARTY** is responsible for the adequate training of its employees, consequently it shall be responsible for any accidents that occur while providing the contracted services.

CLAUSE SEVEN – RESPONSIBILITIES OF THE CONTRACTED PARTY

7.1 Without prejudice to other responsibilities, as provided for in the Law and Agreement, the **CONTRACTED PARTY** shall be unlimited and fully responsible:

7.1.1. for the payment of all direct and indirect taxes resulting from the provision of the services object of the Agreement and incidental thereon;

7.1.2. for the payment of all labor and social security charges resulting from labor, which the **CONTRACTED PARTY** uses to provide the services covered by the Agreement;

7.1.3. for all personal and material damages, that the persons used by it for the execution of the services object of the Agreement shall proven cause to the **CONTRACTED PARTY** itself, the **CONTRACTING PARTY** or third parties, by negligence or willful misconduct, not excluding or reducing this responsibility the supervision or monitoring of the execution of the services by the **CONTRACTING PARTY**;

7.1.4. for correcting and/or redoing, as the case may be, on its entire account and responsibility, the services in which defects, faults or errors resulting from its execution. In the event that the **CONTRACTED PARTY** does not correct and/or redo the services within the period agreed with the **CONTRACTING PARTY**, the latter may, in its sole discretion, hire a third party to perform such corrections and/or redo, and the respective costs shall be fully passed on to the **CONTRACTED PARTY**;

7.1.5. for the provision of personal protective equipment (PPE) to its employees, instructions and safety standards, as well as for supervising and ensuring that they effectively use such equipment and for complying with such instructions and standards, in addition to the legislation in force;

7.1.6. for all personal damages of any nature, including death, that the persons appointed by it to perform the services object of the Agreement may suffer in the execution of the object of the Agreement.

7.1.7. for contracting, maintaining and renewing all insurances, not only those required by law, but also those necessary for the protection of the employees, ALCOA assets and third parties;

7.1.8. pursuant to article 31 of Law No. 8.212/91, as amended by Law No. 9.711/98, for preparing payrolls and distinct social security contributions collection/payment slips for its specialized employees who will provide services to the **CONTRACTING PARTY**;

7.1.9. for delivering to the **CONTRACTING PARTY**, together with the monthly invoice for the service rendered, a certified copy of proof of compliance and payment of labor and social security obligations for/of the month, including copies of INSS and FGTS payment slips, regarding its employees and to whom the **CONTRACTED PARTY** shall subcontract, being the **CONTRACTING PARTY** authorized to withhold any payment due to the **CONTRACTED PARTY** in case of noncompliance with this obligation;

7.1.10. for maintaining and causing the persons employed by it to provide services to maintain the absolute confidentiality of any data, materials, documents, technical or commercial specifications, innovations or improvements of the **CONTRACTING PARTY**, of which they shall have access or knowledge, or that it shall be entrusted thereto by reason of the development of the object of the Agreement, being those of interest to the **CONTRACTING PARTY** or third parties involved, and may not, on any pretext or excuse, omission, negligence or willful misconduct, reveal, reproduce or give them notice/acknowledgement to strangers of such contracting, unless express consent is given by the **CONTRACTING PARTY** in an appropriate document;

7.1.11. for complying strictly with the legislation concerning the environment at the federal, state or municipal level, as well as all internal rules and regulations of the **CONTRACTING PARTY**, undertaking to reimburse the **CONTRACTING PARTY** for any damages that the latter may suffer as a result of the noncompliance with environmental laws and regulations, as well as, regardless of the existence of fault, to respond, at any time, for damages caused to the environment and to third parties that occur due to failure to provide the service object hereof, by indemnifying or repairing its consequences, either to the **CONTRACTING PARTY**, third parties or public authority;

7.1.12. for performing the recruitment and selection process of its employees, taking into account the professional background and qualifications of the applicants, in order to ensure the selection and hiring of suitable workers for positions to be filled and the type of service to be performed, and without there being any type of conflict of interests with the **CONTRACTING PARTY**;

7.1.13. for keeping the admission and periodic medical examinations of its employees updated and duly recorded;

7.1.14. for replacing, immediately and without charge, when requested by the **CONTRACTING PARTY**, any employee who presents inappropriate behavior that may jeopardize the working environment;

7.1.15. for appearing with its technical and/or administrative responsible person, when requested by the **CONTRACTING PARTY**, to provide clarification on the progress of contracted services;

7.1.16. for use its experience and technical competence in the preparation of studies to rationalize / optimize its activities, as a way of presenting improvements in contracted services, with consequent cost reduction;

7.1.17. for not using or giving any importance to improperly influence any decision, judgment, action or omission of employees or representatives of governmental bodies, agencies, persons or entities, under penalty of contractual termination for serious breach, without prejudice to applicable criminal and civil sanctions;

7.1.18. for informing the **CONTRACTING PARTY** of any doubt, omission or contradiction, if any, found in the technical documentation provided for the execution of the services;

7.1.19. the **CONTRACTING PARTY** declares to undertake all responsibility for loss of any tools, equipment, utensils or materials owned or held thereby it, used or deposited in the property of the **CONTRACTING PARTY**, exempting the **CONTRACTING PARTY** or its subsidiaries for damages that may have occurred, of theft or misappropriation thereof;

7.1.20. for immediately remedying any shortcomings pointed out and determined by supervisory bodies, such as: Regional Labor Office and Ministry of Labor, among others;

7.1.21. for always being strictly in good standing before the entities of direct and indirect public administration that in any way exercise inspection, control or police power over the activities of the **CONTRACTED PARTY**, which shall be at all times fully authorized and/or licensed, for who by law, to carry out its activities;

7.1.22. for observing the requirements of the **CONTRACTING PARTY** audit and inspection;

7.1.23. for ensuring that the products supplied and/or used in the execution of the services are not and do not contain the following substances: PCBs (polychlorinated biphenyls), CFC's (chlorofluorocarbons), asbestos, refractory ceramic fibers, organochlorines, organophosphates, lead, cadmium mercury, chromates, or other heavy metals (in paint products, lubricants, reagents and chemical solutions), mercury (in measuring instruments and electrical/electronic components), benzene, benzidine derivatives, cadmium or antimony in paints, electrodes for welding or in metals, chloroform, formaldehyde or forming substances thereof, methylene chloride, methyl chloroform, methyl and ethyl glycol ethers and their acetates, nitrosamines and compounds capable of forming them, ortho-toluidine, toluene, diisocyanates, acrylates, perchlorethylene and trichlorethylene;

7.1.23.1 Requests/Agreements for reagents and instruments for chemical analysis containing heavy metals, organochlorines, as well as refractory ceramic fibers for insulation in reflow ovens and crucibles are excluded from the above requirements.

7.1.23.2 The chemical safety data (DSPQ / MSDS) and the emergency data sheet according to NBR 7500 must be supplied in advance for the chemicals supplied and/or used in the execution of the services.

7.1.24. for bearing all costs related to telephone calls, xerographic copies and other administrative services that may be made available by the **CONTRACTING PARTY**;

7.1.25. for obtaining prior and express authorization from the **CONTRACTING PARTY**'s Procurement & Logistics Department for the provision of any service that is not contemplated in the scope of this Agreement. The **CONTRACTED PARTY** shall submit its request to the **CONTRACTING PARTY** at least five (5) days prior to the date intended for the provision of the services not contemplated in the scope of this Agreement, which may only be initiated after express approval of the **CONTRACTING PARTY**.

7.1.25.1 The **CONTRACTED PARTY** acknowledges and accepts that services performed and that are not contemplated in the scope or that have not been expressly authorized pursuant to item 7.25, shall not be paid by the contracting party and this situation (non-payment) may not be considered as contractual default.

CLAUSE EIGHT – CONTRACTING PARTY'S RESPONSIBILITIES

8.1. Provide specifications and other data necessary for the correct execution of the services requested in this Agreement.

8.2. Facilitate the access of the **CONTRACTED PARTY**'s personnel and of any subcontractors to the places necessary to carry out the services, provided that they are properly identified.

8.3. Accredite personnel from its staff, to check and monitor the services with the **CONTRACTED PARTY**.

8.4. The **CONTRACTING PARTY**, in the capacity of owner of all the results of the service executed and the rights, is responsible for promoting the registrations that are possible and admitted to protect or safeguard those rights.

8.6. By promoting the withholding of taxes determined by the legislation.

CLAUSE NINE - NON-EXISTENCE OF EMPLOYMENT RELATIONSHIP

9.1. Recognizing that no employment relationship shall be established between **CONTRACTING PARTY** and the persons **CONTRACTED PARTY** uses to perform the services covered by this agreement, the **CONTRACTED PARTY** undertakes the obligation to spontaneously and integrally bear all costs and expenses related to administrative and judicial proceedings of any nature, mainly labor claims, that may be filed or brought against **CONTRACTING PARTY** by said persons, convictions in any sums, judicial costs with expertise and experts, technical assistants, deposits of any nature, attorney's fees, including those of **CONTRACTING PARTY**'s attorney.

9.1.1 The **CONTRACTED PARTY** shall use its best efforts to terminate any labor claims by entering into an agreement, excluding the **CONTRACTING PARTY**, preferably before the first hearing.

9.1.2 If the **CONTRACTED PARTY** does not appear in court, the **CONTRACTING PARTY** is already authorized to sign an agreement, in the terms deemed necessary, to be excluded from the proceedings or extinguish the Complaint, and the **CONTRACTED PARTY** shall bear the costs of the agreement signed, and the **CONTRACTING PARTY** may offset the value of the agreement of the next invoice to be paid by the **CONTRACTING PARTY** to the **CONTRACTED PARTY**.

9.1.3 If the **CONTRACTED PARTY** appears in court, but fails to exclude the **CONTRACTING PARTY** from the labor claim at the first hearing, the **CONTRACTING PARTY** is already authorized to sign an agreement directly with the claimant in order to obtain its exclusion from the litigation, in value compatible with the factual reality of the claim based on the initial petition, the defense and documents attached to the case file. The amount spent on the agreement will be charged to the **CONTRACTED PARTY** or compensated with amounts owed by the **CONTRACTING PARTY** on the basis of this or another contract.

9.1.4 In any event, in this act, the **CONTRACTED PARTY** authorizes the **CONTRACTING PARTY** to indicate, as guarantee of the judgment, any assets on the list submitted by it or any credits, including futures, of the **CONTRACTED PARTY** in the possession of the **CONTRACTING PARTY**.

9.2 The **CONTRACTED PARTY** shall bear all expenses relating to any labor claims, reimbursing, also, expenses incurred by the **CONTRACTED PARTY** with attorneys. The **CONTRACTED PARTY** shall also bear any other expenses related to the process, such as expert fees, court costs, possible costs with transportation and stay of representatives when necessary, as well as possible conviction.

9.3 In case the **CONTRACTING PARTY** has its property blocked by reason of labor claims from former employees of the **CONTRACTED PARTY**, or is summoned to make the payment, as joint and several debtor, the **CONTRACTED PARTY** shall be obliged to repair the damage immediately, using this clause as an extrajudicial executive title and the statement of the blockade issued by the bank as proof of the net value required.

9.4. The **CONTRACTED PARTY** hereby declares and warrants to the **CONTRACTING PARTY** that it has full knowledge of the terms of the social security legislation in force, and that it adopts all the procedures set forth therein, especially, (1) the existence and maintenance of regular accounting and (2) the collection of all contributions on payroll, in the legal and recommended manner.

CLAUSE 10 - RIGHT TO RETURN

10.1. It is expressly adjusted the right of return of the **CONTRACTING PARTY** against the **CONTRACTED PARTY**, in the event the first incurs in any cost or expense, because the last has violated any of the obligations that the Agreement assigns thereto, which right that shall obligate the **CONTRACTED PARTY** to reimburse the **CONTRACTING PARTY** for the monetarily corrected amount spent, according to the index of variation of the IGP-M / FGV (General Index of Market Prices), calculated by the Brazilian Institute of Economics (IBRE) of Fundacao Getulio Vargas, or its occasional substitute, in the period between the date of disbursement and that of the actual payment.

10.2. The **CONTRACTED PARTY** also undertakes to always anticipate in the fulfillment of any of the obligations undertaken in the Agreement, in any claim or postulation of third parties against the **CONTRACTING PARTY**, whether judicial or not, that could lead to any kind of cost or expense for the **CONTRACTING PARTY** arising out of acts whose liability is attributed by the Agreement to the **CONTRACTED PARTY**. In this sense, the **CONTRACTED PARTY**, as soon as it becomes aware, by simple written notice of the **CONTRACTING PARTY** or by any other claim or postulation against the **CONTRACTING PARTY**, under the terms of this clause, shall intervene voluntarily therein, undertaking the exclusivity of the defense of such claim or without prejudice to reimbursing the **CONTRACTING PARTY** for expenses already incurred. The obligation now undertaken by the **CONTRACTED PARTY** shall apply to any claim or postulation from third parties against the **CONTRACTING PARTY**, from its inception, irrespective of guilty and the occasional allegations that the **CONTRACTED PARTY** and **CONTRACTING PARTY** have on such claim or postulation. It shall also apply irrespective of the legal qualification of the third party claimant or applicant. In any judicial case, in case the **CONTRACTED PARTY** has not yet undertaken the exclusivity of responding to the claim or postulation from third party, the **CONTRACTING PARTY** may, if demanded alone, take advantage of the competent third party intervention institutes, especially the denunciation of the dispute, to enforce this stipulation.

10.3. The **CONTRACTING PARTY** may withhold payment of any monies owed to the **CONTRACTED PARTY** and compensate them with the debts of the **CONTRACTED PARTY** occasionally ascertained by the application of the provisions of this clause.

CLAUSE ELEVEN - SUBCONTRACTING

11.1. The **CONTRACTED PARTY** may not subcontract the execution of the services that constitute the object of the services provisioning contracted herein, in whole or in part, without the prior authorization of the **CONTRACTING PARTY**, in writing. Even if the subcontracting is authorized, the **CONTRACTED PARTY** will be the responsible before the **CONTRACTING PARTY**, for the fulfillment of the obligations under these general contracting conditions.

11.2. Without prejudice to the hypotheses of responsibility of the **CONTRACTED PARTY** defined above, it shall prevail in subcontractings the same standards as those laid down in these general contracting conditions, being the **CONTRACTED PARTY** fully responsible for all the payments and the behavior of subcontractors and their employees.

11.3. The subcontracting does not alter the provisions of these general contracting conditions. which the subcontracted company must observe on behalf of the **CONTRACTED PARTY**.

11.4. The **CONTRACTED PARTY** shall be solely responsible for the payment of the services subcontracted and by the acts practiced by the subcontractor, being, before the **CONTRACTING PARTY**, jointly and severally responsible with the subcontractor for the payment of all taxes levied on the services provisioning performed by the subcontractor and on the labor force used thereby.

CLAUSE TWELVE - CONFIDENTIALITY

12.1. The **CONTRACTED PARTY** agrees not to use and not to transmit to anyone the technical and technological information obtained directly or indirectly, and the use of such information by the **CONTRACTED PARTY** may only take place for development purposes and execution of the Agreement object in favor of the **CONTRACTING PARTY**, being certain that any document or information received by the **CONTRACTED PARTY**

under the Agreement is covered by unrestricted confidentiality, with the **CONTRACTED PARTY** responding for any breach of the confidentiality obligation, as well as for damages resulting from any violation.

12.2. The **CONTRACTED PARTY** undertakes to transmit to its employees, agents and subcontractors specific technical information, documents and their respective annexes received from the **CONTRACTING PARTY** only to the extent that they require this information.

12.3. No right or license is granted to the **CONTRACTED PARTY** with respect to any information, documents, files or attachments containing technical specifications that are revealed or provided to the **CONTRACTED PARTY**, its agents and subcontractors.

12.4. The **CONTRACTED PARTY** undertakes to return to the **CONTRACTING PARTY**, as soon as it ceases to use IT in the execution of the object hereby contracted, all information received in connection with the Agreement, and to keep confidential and properly filed any and all documents provided or made available by the **CONTRACTING PARTY** or by third parties, as well as any and all documents produced thereby, directly or indirectly related to the Agreement object.

CLAUSE THIRTEEN – NOVATION

13.1. The tolerance of one party towards the other regarding noncompliance with any of the obligations undertaken in the Agreement shall not imply in novation, moratorium or waiver of rights. The tolerant party may demand from the other party the faithful and complete fulfillment of the Agreement, at any time.

CLAUSE FOURTEEN - TERMINATION

14.1. The Agreement may be terminated, without any right of indemnification, under any title, by any of the parties and without fair cause, provided that the denouncing party promotes an interpellation or written communication, with prior notice of thirty (30) calendar days.

14.2. In the event of one of the following events listed below, the Agreement shall be automatically expired and terminated, regardless of interpellation or notice from one party to the other.

1. Protest of title for lack of payment, bankruptcy or insolvency of any of the parties;
2. Assignment by one of the parties of the Agreement to third parties, without the previous and written consent of the other party;
3. Suspension of the performance of the services contracted by determination of competent authority, motivated by non-compliance with legal or regulatory standard imputable to the **CONTRACTED PARTY**;
4. Proven situation of technical-commercial incapacity or insolvency or bad faith of the **CONTRACTED PARTY** in relation to the purpose of this agreement;
5. In the event of breach of any of the clauses or conditions provided in this instrument by any of the parties, or terminated by the supervening of legal rule that makes it formally or materially unenforceable.

14.3. The termination by fault or deceit of one of the parties will carry the responsibility for the losses and damages that it causes, without prejudice to the other applicable contractual and/or legal sanctions;

CLAUSE FIFTEEN - FINES

15.1. Except for the occurrence of a fortuitous event, or of force majeure, thus considered in the sole paragraph of art. 393 of the Brazilian Civil Code, or other reason that is deemed to be fair by the **CONTRACTING PARTY**'s supervision, the **CONTRACTED PARTY** shall be subject to a fine defined in the scope of services, due to the occurrence of each of the following contractual infractions committed, limited to ten percent (10%) of the total value of the Agreement:

- a) Total or partial shutdown of services for a period exceeding two (2) days;
- b) Delay in the payment of its employees;
- c) Non-fulfillment, within a period of two (2) days, of a requirement of the **CONTRACTING PARTY**'s inspection, aiming at the fulfillment of any obligation of the **CONTRACTED PARTY** provided for in this Agreement or in the other documents that are part thereof, which period is counted from the date of receipt of the notification issued by the **CONTRACTING PARTY**;
- d) Violation of the safety, hygiene and environment procedures and standards of the **CONTRACTING PARTY** and/or specific legislation;
- e) Use of materials or equipment in disagreement with the technical specifications, or of material refused by the inspector of the **CONTRACTING PARTY**.

15.2. The application of any fine shall be immediately communicated to the **CONTRACTED PARTY**, so that the latter performs the respective payment within five (5) days or presents a defense. If no defense is filed or if the defense is rejected by the **CONTRACTING PARTY**, it is authorized to compensate the amount of the fine in the next payment due to the **CONTRACTED PARTY**, regarding the services object of the Agreement or any other.

15.3 The fine provided for in the scope is not to be confused with the performance analysis, which, in the agreements where applicable, shall subject the **CONTRACTED PARTY** to bonuses and penalties, which shall not be limited by the percentage determined in item 15.1 above, and may even be commutative to the fine and the penalty.

CLAUSE SIXTEEN - INSURANCE

16.1. The **CONTRACTED PARTY** undertakes to contract and maintain, during the execution of the services object of the Agreement, the following insurance or equivalent:

- a) Group Life Insurance for its employees;
- b) Civil Liability insurance with cross-coverage guaranteeing the reimbursement of personal damages, including death, and material damages caused to third parties during the execution of the services object of the Agreement

16.2. The insurance coverage amounts provided in the caput of this clause should be technically adequate to the liabilities they guarantee.

CLAUSE SEVENTEEN - LEGAL IMPOSITIONS

17.1. If any of the obligations of the **CONTRACTING PARTY** established in the Agreement cannot be fulfilled, in whole or in part, as a direct or indirect consequence of any legal prescriptions, regulations, impositions, restrictions, propositions or measures emanating from Law, Federal, State and Municipal Executive Power or direct or indirect public administration bodies, as well as actions and measures of concessionaires, permit holders or authorized public servants that cause a reduction in the production capacity or supply of the plant of the **CONTRACTING PARTY**, mentioned in the preamble of the Agreement, the **CONTRACTING PARTY** may, at its sole discretion, suspend such obligations, thus being free to comply with them, or to reduce the quantities of goods and

services covered by the Agreement, in both cases upon prior notice of ten (10) days to the **CONTRACTING PARTY**, which may not accept the suspension or reduction and terminate the agreement, without burden to the parties, provided that it notifies the **CONTRACTING PARTY** within 30 days from the date it is notified by the **CONTRACTING PARTY**.

17.2. Upon acceptance of the suspension or reduction referred to in the caput of this clause, the Agreement shall continue in force, except for the obligation of the **CONTRACTING PARTY** that has been suspended or reduced as a result of such event, thus remaining during the duration of the event that motivated the suspension or reduction, being the **CONTRACTED PARTY'S** corresponding consideration equally and proportionally suspended or reduced.

17.3. The **CONTRACTING PARTY** shall not be liable to the **CONTRACTED PARTY** for any payment of fine, indemnification or reparation as a result of the application of the provisions of this clause, nor shall the **CONTRACTED PARTY** impose any penalty for suspension of the obligation or reduction of the contractual quantities.

CLAUSE EIGHTEEN – INSPECTION

18.1. Without prejudice to the full responsibility of the **CONTRACTED PARTY**, the services subject to this agreement may be monitored and supervised by the **CONTRACTED PARTY** or by third parties accredited by the **CONTRACTED PARTY**, hereinafter referred to as INSPECTION, in any of its phases, provided that such activities are previously scheduled.

18.2. The INSPECTION may, in the exercise of its activity, request from the **CONTRACTED PARTY** all information deemed necessary, obliging the latter to provide all data for certification of compliance with the specifications, as well as to ensure access to the manufacturing sites of any parts or components of the object of this contract, observing the normal working hours of these manufacturing sites.

18.3. The **CONTRACTING PARTY'S** supervision action does not exclude or reduce the **CONTRACTED PARTY'S** responsibilities set forth in this agreement.

CLAUSE NINETEEN - SOCIAL RESPONSIBILITY

19.1. The **CONTRACTED PARTY** by itself, its agents and third parties shall be fully responsible for the full compliance with "Standard S.A 8000" which deals with Social Responsibility in the work environment, expressly stating that:

- a) does not make direct or indirect use of child labor or forced labor in its industrial activities;
- b) guarantees a safe and healthy work environment, having a Safety, Health and Environment Program;
- c) guarantees the freedom of association of its employees;
- d) does not allow any type of discriminatory act or situation;
- e) does not allow abusive disciplinary practices;
- f) knows and applies the current legislation, mainly, but not limited to, labor and environmental legislation;

19.2. The **CONTRACTING PARTY'S** failure to comply with "Standard S.A. 8000" and the provisions of this clause shall constitute a fair ground for the **CONTRACTING PARTY**, in its sole discretion, to determine: (i) the suspension of execution of the rendering of services until the **CONTRACTED PARTY** proves its commitment and compliance with

the Social Responsibility requirements established by Standard S.A. 8000; or (ii) immediate termination of this Agreement, by written notice to the **CONTRACTED PARTY**, without prejudice to any other applicable contractual and/or legal sanctions.

CLAUSE TWENTY – AMBULATORY MEDICAL CARE

20.1. In case of a Work Accident with **CONTRACTED PARTY**'s employees in the **CONTRACTING PARTY**'s facilities, the latter shall provide the first emergency care, free of charge and shall guide the referral of the accident victims to a doctor, hospital, clinic or emergency room, of the private health network accredited or not by the health insurance/ plan maintained for the **CONTRACTED PARTY**'s and that they have sufficient qualification to fully meet the needs of the accident. If the hospital indicated for care is not part of the network accredited by the insurance / health plan maintained for the employees of the **CONTRACTED PARTY** she shall be responsible for any costs of removal, hospitalization, treatment, medication, examination or surgery and all other necessary procedures.

20.2. The **CONTRACTING PARTY** shall not provide routine medical appointments to the **CONTRACTED PARTY**'s employees.

20.3. If nursing care is provided to **CONTRACTED PARTY** employees, involving orientation, medication supply or dressing not related to Work Accident, the costs shall be passed on to the **CONTRACTED PARTY**, according to the values set forth in the of AMB - Associação Médica Brasileira and Brasíndice tables in effect at the time of the event.

20.4. The costs of any other medical care not provided for in this **AGREEMENT** shall also be passed on to the **CONTRACTED PARTY**, for the amounts set forth in the AMB - Associação Médica Brasileira table in force at the time of the event.

CLAUSE TWENTY-ONE - PROGRAM FOR THE PREVENTION OF THE UNAUTHORIZED USE OF ALCOHOL AND OTHER DRUGS IN THE WORK ENVIRONMENT

21.1. In order to improve the control of risk management in the work environment and seeking to preserve the physical integrity of the **CONTRACTING PARTY** and **CONTRACTED PARTY**'s all employees and collaborators of the **CONTRACTING PARTY** and the **CONTRACTED PARTY** shall be submitted to the Daily Alcohol Detection Test and other psychoactive drugs in the body, which shall be performed individually, observing the following:

a) The test to detect the presence of alcohol and other psychoactive drugs in the body, respecting the ethical and legal limits, should follow the scientific criteria established by the medical class and related legislation, as well as the Program for Prevention of Misuse of Alcohol and Other Drugs in the **CONTRACTING PARTY**'s Work Environment, as attached to the Agreement.

b) The **CONTRACTED PARTY** and the **CONTRACTING PARTY** shall not allow their employees and collaborators detected with alcohol levels above the permitted values or other psychoactive drugs in the body to remain for any reason in the facilities of the **CONTRACTING PARTY**, observing the provisions of the Program for Prevention of Misuse of Alcohol and Other Drugs in the Work Environment of the latter.

21.2. The procedure foreseen in this clause is intended to neutralize the potential of risks related to lack of attention, loss of reflexes and other symptoms influenced by alcoholic

or other psychoactive drugs in the body, incapacitating the worker to carry out his/her work activities safely, not exposing to risk his/her life and physical integrity and that of his/her co-workers.

CLAUSE TWENTY-TWO – ACTS OF GOD AND FORCE MAJEURE

22.1. The occurrence of unforeseeable circumstances or force majeure, provided for in article 393 and sole paragraph, of the Brazilian Civil Code, and which evidently affect the total or partial fulfillment of the obligations herein undertaken, shall be exclusive of responsibility of the parties, except for the events expressly provided that the party that alleges it communicates the other, in writing, within five (5) days after the occurrence.

22.2. If the impediment resulting from unforeseeable circumstances or force majeure lasts for a period longer than ten (10) continuous days from the date of the occurrence, the **CONTRACTING PARTY** may, at its sole discretion, choose to terminate the Agreement.

22.3. As soon as the effects of an Act of God or force majeure cease, the parties are obliged to resume and/or complete the fulfillment of their obligations to the extent that they are not prejudiced.

22.4. Each party shall bear its costs incurred as a result of unforeseeable circumstances or force majeure.

CLAUSE TWENTY-THREE - ANTI-CORRUPTION POLICY

23.1. The parties shall not allow, directly or indirectly, payments or transfers of securities for the purpose or effect of corruption, public or commercial bribery, or any conduct that may be seen or construed as infringing the purposes of the Anti-Corruption Policy and shall not accept or permit any type of extortion, bribery or other illicit or improper means to conduct business or obtain any other benefit.

23.2. The **CONTRACTED PARTY** is bound by itself, its partners, directors, agents, employees and/or any person working on its behalf, not to make, in relation to the services and transactions contemplated in this Agreement or any other commercial service or transaction involving the **CONTRACTING PARTY**, any payment nor will it facilitate or transfer something of value, directly or indirectly, to:

- (1) any civil servant, public official or any other person appointed or indicated to commissioned positions or public office including officials of public or semi-public enterprises, public autarchies or international organizations and any other types of company which reviews or submits itself to the rules of public law;
 - (2) any political party, agent or official of a political party or candidate for public office;
 - (3) any other person or entity if such payment or transfer violates any applicable anti-corruption law; or
 - (4) any intermediary for the purpose of payment of any of the aforementioned.
- Representations and Warranties

23.3. The **CONTRACTED PARTY** agrees to communicate immediately and in writing to the **CONTRACTING PARTY** if, at any time during the term of this Agreement, a breach of any warranty or declaration contained herein occurs (or is believed to have occurred). The notices mentioned should be forwarded to:

Alcoa Alumínio S/A
aTTN.: Legal Director

Avenida das Nações Unidas, 14.261, Ala B – 17º Andar Conj A
CEP: 04533-085
São Paulo – SP – Brasil
Phone: +55 (11) 3296-3026
Fax: +55 (11) 3296-3024

23.04. The **CONTRACTED PARTY** agrees to cooperate fully and in good faith with the **CONTRACTING PARTY** and its representatives, in the event of any actual or potential violation by the **CONTRACTED PARTY** or its partners, directors, agents, employees, administrators, attorneys or representatives for the purposes of the Law on Practices (FCPA) or any other applicable anti-corruption law, especially Federal Law No. 12.846 of August 1, 2013, making itself available for interviews with its partners, directors, agents, employees, administrators, prosecutors or representatives.

CLAUSE TWENTY-FOUR - FORUM

24.1. The court of the District of São Paulo is hereby elected to resolve all doubts and disputes arising from the Agreement, and the parties waive at any other, as privileged as it may be.

CLAUSE TWENTY-FIFTH - SUPPLIER STANDARDS

26.1. Contractor acknowledges that it has access to, has read and understands Alcoa's standards of conduct as set forth in Alcoa Supplier Standards (the "Guide") as published at https://www.alcoa.com/global/en/who-we-are/ethics-compliance/pdf/Supplier_Standards.pdf

Version December/2018.