

Special Purchase Conditions

Annex - Outsourced Services

This Annex is integral part of the General Purchasing Terms and Conditions ("GPTC") governing the supply of Goods and/or Services between Mercedes-Benz do Brasil Ltda. ("MBBras") and the Supplier to whom the contract is addressed and is applicable to all contracts involving the provision of outsourced services.

1. Obligations of the Supplier

1.1 The Supplier shall:

1.1.1. Perform the contractually agreed work and services independently and under its own responsibility, being solely responsible for the direction and control over its personnel and employees, ensuring compliance with all regulations and legislation applicable to the provision of services, especially, but not limited to, labor, social security and tax rules;

1.1.2. Keep its registration and contact details up to date, and all communications made within the scope of the services provided shall be carried out through the person of the service coordinator as provided for in clause 8.1.1 of the General Purchasing Terms and Conditions. MBBras must be notified within a reasonable time of any change regarding the responsible coordinator;

1.1.3. Replace, at the request and discretion of MBBras, any employee assigned to provide the services when there is repeated misconduct or serious misconduct on the part of this employee. Any resulting additional costs shall be borne by the Supplier.

1.1.5. Provide MBBras, upon request, with evidence of tax withholdings and payments of any taxes, contributions or other government charges of a fiscal, labor and/or social security nature owed by the Supplier or its subcontractors;

1.1.6. Immediately inform MBBras when it considers that the information received for the performance of the services is not sufficient, which shall not apply when the information required by the Supplier cannot be disclosed due to a legal impediment;

1.1.7. Comply with all internal MBBras procedures described in the Purchase Order/Contract, its Annexes, Specifications and/or written documents issued by MBBras, which become an integral part of this Annex, with the force of contract.

1.2 Subcontracting by the Supplier of any obligation contained in the Contract(s) is prohibited, unless previously authorized in writing by MBBras, in which case the General Purchasing Terms and Conditions shall be fully applicable to the Subcontractor. The Supplier shall ensure that the Subcontractor complies with all the terms of the Contract(s) and the General Purchasing Terms and Conditions.

1.3 Unjustified non-compliance with the directives may result in the justified and early termination of the contract.

2. Workplace

2.1. The services may be provided at the Supplier's own premises or at MBBras' premises, depending on what is agreed between the Parties. Except when provided from its own premises, the Supplier shall occupy only the area indicated by MBBras as the place of service, where the equipment, machinery and materials owned by the Supplier and its subcontractors shall be kept. If this is not possible in relation to the special requirements of the work to be performed, MBBras may allocate the necessary tools and materials to the Supplier, only if these tools and materials are not available to the contractor on the market and if the allocation is possible and permitted by MBBras.

2.1.1 If applicable, materials, documents and production equipment shall be provided to the Supplier on a loan basis, for the exclusive use and benefit of MBBras and shall be the exclusive property of MBBras. Loaned materials, documents and production equipment may not be removed from the work location without the prior written consent of MBBras and must be immediately returned to MBBras at its request, upon completion of the performance of the services and/or upon early termination or extinction of this Agreement.

2.2 If any materials, documents or production equipment are damaged, regardless of the cause of the damage, the Supplier shall immediately initiate the repair or request, at its expense and subject to MBBras' agreement, the replacement of the item. The Supplier shall bear the risk of damage or loss, for whatever reason, of any source, documents and/or production equipment provided on loan by MBBras for use by the Supplier.

2.3 When the services are provided on MBBras' premises, the Supplier shall adopt the necessary measures to ensure that its employees and subcontractors circulate only in the areas intended for the provision of services, as defined by MBBras; as well as inform MBBras immediately when the employment contract is terminated or any other situation in which the employee no longer needs access to MBBras' premises, and the badge or MBBras ID must be returned immediately.

2.4 The Supplier hereby permits MBBras to inspect the areas used for the provision of the services, whether on MBBras premises or at the Supplier's establishment with regard to occupational safety, environmental protection and fire protection, as well as the Supplier's compliance with the agreed level of information/IT security (e.g. physical access protection, asset management and asset protection, etc.).

3. Supplier Performance

3.1. The Parties may agree on key performance indicators ("KPIs") to accurately determine and measure the quality of the service. The respective measurement procedures, quality standards and consequences that may be agreed shall be described in the Tender Specifications. Any contractual penalties may be agreed additionally.

4. Information Security

4.1 If, in order to perform the contracted services, the Supplier needs to use MBBRAS's information and telecommunications technology (such as MBBRAS's e-mails and systems), the Supplier must strictly comply with the applicable directives on information security, and any impossibility or objection to compliance with the directive must be immediately and formally notified to MBBRAS, indicating the respective reasons for the refusal.

4.2. The Supplier undertakes to use the information and data of MBBRAS for the purposes agreed contractually and to the extent necessary for the performance of the contract, as well as to effectively protect all the information and data it collects or processes for MBBRAS or information it has access to, in accordance with the appropriate and applicable technologies, against unauthorized access, alteration, destruction or loss, prohibited transmission and any other prohibited processing or other improper use, declaring that it has adequate security measures in place for this purpose, undertaking to notify MBBRAS whenever there is any significant change in the processing of data and information that may reflect on the level of protection previously defined. MBBRAS may require evidence of the implementation and compliance of the security measures adopted and, as of now, the Supplier shall allow MBBRAS to carry out an on-site inspection, providing all the necessary information.

4.3 If the Supplier has access to data processing tools belonging to MBBRAS or used by MBBRAS, any access granted to unauthorized persons shall only be permitted with the prior approval of MBBRAS, for use within the scope necessary for the performance of the contract. The Supplier must also keep its employees, subcontractors and other persons involved in the provision of the services, with access or access privileges to such tools, informed of the information security guidelines related to the contracted services.

4.4. In the event that the Supplier becomes aware of an incident involving a breach of information security (e.g. security deficiencies, data losses, inconvenient incidents, vulnerabilities, security threats, attack by malicious software, improper use of data), or if there are indications for the Supplier that justify the suspicion of such an Information security incident, taking into account a reasonable assessment, the Supplier shall without any undue delay and without additional charge, inform MBBRAS immediately after becoming aware of the security incident, providing all necessary support to MBBRAS, including mitigation measures and their implementation. The Supplier undertakes to maintain a contingency plan for the contracted services, which must contain detailed plans for business continuity and business recovery in the event of a Security Incident.

4.5. Unjustified non-compliance with the directives provided by MBBRAS may result in the justified and early termination of the service contract.

5. Payments

5.1. Services shall not be paid for until completely performed, unless otherwise agreed. If there is mutual agreement to pay in installments, there must be express correlation between the share of the service performed and the payment of the installment. The payment conditions agreed between the Parties shall be included in the respective purchase orders.

6. Compliance with labor regulations

6.1 The Supplier shall bear the cost and pay all labor charges arising from the labor used in the performance of the services, including those resulting from labor claims that may be brought against MBBRAS by employees and third parties of the Supplier and its subcontractors.

6.2 Without prejudice to the obligations already provided for in the General Purchasing Terms and Conditions, the Supplier undertakes, for itself and for its subcontractors:

- i. To strictly observe and comply with the labor, social security and insurance legislation in force, and to bear any and all expenses, charges or legal obligations, of a labor, social security and insurance nature, arising from the provision of the Services, such as, but not limited to, wages, life insurance, compensation for occupational accidents or dismissal, disability, prior notice, 13th salary, vacations, withholding income tax and all other labor, social security, social, land and insurance charges;
- ii. Be liable for any work-related and/or commuting accident that may occur to its employees and the employees of subcontracted third parties, in any of MBBRAS' premises, during the performance of the services, as well as for the conduct of its employees and the employees of subcontracted third parties, undertaking to respect and ensure that the safety standards provided for in current legislation and any safety rules received from MBBRAS are respected;
- iii. Be liable in the civil, labor and criminal areas for any accidents and/or damage that may be caused by its employees and third party contractors or that may be suffered or caused by them;
- iv. To ensure that its employees and any subcontractors wear appropriate uniforms and identification badges, in accordance with MBBRAS' internal directives.

6.3 Any and all legal or administrative proceedings arising from any employment relationship existing between the Supplier and its employees, as well as arising from the relationship existing between the Supplier and its subcontractors, shall be the sole liability of the Supplier, which shall request the immediate exclusion of MBBRAS from the defendant's side of any claim of this nature in which it is involved, under the terms of clause 9.2 of the General Purchasing Terms and Conditions.

6.3.1 Notwithstanding the above, in the event that MBBras is included as a party to any labor claim filed by employees, subcontractors and/or agents of the Supplier and/or is ordered to pay any amount as a result of such claims, the Supplier expressly undertakes to reimburse such amounts to MBBras immediately, as well as to reimburse all costs that MBBras may incur in connection with such legal claims, especially but not exclusively in relation to legal fees, court costs, travel, losses and damages, etc. These costs shall be adjusted up to the date of actual reimbursement. MBBras' claim may be offset against any payment it owes to the Supplier under the terms of clause 4.5 of the General Purchasing Terms and Conditions.

6.4 Nothing contained in this Annex and in the General Purchasing Terms and Conditions or Supporting Documents entered into shall be interpreted to create an employment relationship between the Supplier's employees and MBBras.

6.5. The Supplier undertakes to submit all labor and/or social security documents that MBBras may request in order to guarantee due compliance with all the obligations and responsibilities arising from this Contract, under penalty of application of the procedure provided for in clause 4.5 of the General Purchasing Terms and Conditions.

6.6 It is the Supplier's obligation to carry out audits in order to assess the conditions and organizational arrangements in the facilities and/or equipment to be used and to immediately notify MBBras in writing of any danger to the health or safety of persons or damage to property identified in MBBras' facilities or equipment.

6.7 MBBras may, at its sole discretion, inspect equipment and/or machinery brought in by the Supplier, request proof of regularity of such equipment and/or machinery and, if deemed necessary, in the event of danger to persons or property, prohibit its use or request adjustments.

6.8 Incidents and accidents involving damage to property or personal injury must be reported immediately to the Supplier's Service Coordinator, as well as to the internal MBBras department responsible for the contract, to the Labor Safety area or, if outside business hours, to the property security area. The obligation to report internally does not exempt the Supplier from informing the competent authorities of occupational accidents that have occurred.

6.9. The Supplier acknowledges that MBBras reserves the right to warn in writing of any and all unsafe conditions or acts on the part of the Supplier. Breaches of health and safety procedures will result in immediate interruption of the activities and/or withdrawal from the work environment, as well as suspension of services or early contractual termination, which shall be defined at MBBras' discretion. In this case, the Supplier shall receive payment in proportion to the services performed up to the time of suspension or termination, without prejudice to MBBras' right to claim damages, including loss of profits.

6.10. The Parties agree to respect all internationally recognized human rights expressed in the fundamental conventions of the International Bill of Human Rights of the United Nations (UN) and the International Labour Organization (ILO) during the term of the Parties' contractual relationship, observing, but not limited to, the following principles: (i) preservation of human rights; (ii) elimination of forced, compulsory and child labor; (iii) compliance with occupational health and safety standards; (iv) maintenance of employability through basic and advanced training; (v) maintenance of adequate social working conditions; and (vi) remuneration that enables employees to ensure their subsistence, including their social and cultural participation (living wage).

7. Miscellaneous

7.1 Without prejudice to the other Miscellaneous set out in the General Purchasing Terms and Conditions, the Parties declare and acknowledge that they are autonomous and independent contractors, and that this contract does not constitute any non-contractual link between them or the assumption of subsidiary or joint and several liability, each of them remaining exclusively liable for all their labor, tax, social security or any other obligations imposed by law.

7.2 MBBras shall have the right to refuse the services provided, as well as to refuse to pay for them if such services have been produced as a result of the violation of a legal provision.

7.3 The Supplier declares that it has not been requested, nor required, to make any investments, including, without limitation, machinery, equipment, technology, and/or resources, in order to enable the performance of the services under the Contract, acknowledging that MBBras will not reimburse, nor otherwise compensate the Supplier for any investments made by it on a voluntary basis, unless expressly approved in writing by MBBras. In this regard, the Supplier hereby waives the provisions of article 473, sole paragraph, of the Civil Code.

7.4 In the event of a conflict between the provisions of this Annex and the General Purchasing Terms and Conditions and/or the applicable Contract(s), the following order of precedence shall apply: a) the provisions of the specific Contract(s) making up the contract, including the provisions of the Tender Specifications, if applicable; b) the provisions of this Annex; c) the provisions of the General Purchasing Terms and Conditions.

7.5 All the clauses in this Annex shall be interpreted in accordance with the definitions and concepts set out in Clause 1 of the General Purchasing Terms and Conditions.

7.6 All other provisions of the General Purchasing Terms and Conditions not amended by this Annex are hereby ratified.