General Statements MIDEA CARRIER GENERAL STATEMENTS

SUPPLIER identified below acknowledges that it is participating in a **selection process for the provision of services and/or products** to the companies of the **Midea Carrier ABC JV Group** (the "<u>Purpose</u>") and that the mere completion of this form, as well as the submission of a Commercial Proposal and other required documents, **does not grant the SUPPLIER any expectation of rights, nor any guarantee of contracting by Midea Carrier, under any grounds or legal theory**.

If selected, the **SUPPLIER** hereby undertakes to present, without exception, all necessary documents to prove its fiscal, labor, and insurance/social security compliance by the date of contract execution.

If the Purpose involves FIXED third parties (administrative and/or operational): Additionally, SUPPLIER acknowledges that, if selected, it must submit (*as applicable under Brazilian legislation*): (i) by the 25th of each month: Payroll Sheet; Payroll Summary; Conectividade/RE/GRF Protocol (paid); GPS Guide (paid); CRF / Certificate of Compliance; CAGED; (ii) by the 2nd business day of each month: Active Third-Party List; and Third-Party Movement Report.

SUPPLIER acknowledges and agrees that, by submitting its commercial proposal to Midea Carrier, it shall be liable for all losses and damages suffered by Midea Carrier or any third parties related to it, including all losses and damages arising from and/or related to events (acts, facts, or omissions of the Supplier or any third parties related to it) that directly or indirectly involve the Object for which the Supplier has been contracted. The SUPPLIER shall indemnify and hold Midea Carrier and any third parties related to it harmless in civil, criminal, environmental, administrative, antitrust, labor, social security, insurance, tax, and fiscal matters, as well as for all costs incurred, including reputational damage, loss of profits (under any grounds or legal theory), legal and extrajudicial fees, court costs, procedural expenses, expert fees, and attorneys' fees, in addition to any other amounts disbursed or charged to Midea Carrier and/or third parties related to it.

SUPPLIER acknowledges that it has read, agrees to, and is aware that, if selected, the General Terms and Conditions of Contracting ("<u>General Terms</u>"), available at <u>https://www.mideacarrier.com.br/condicoes-gerais-de-contratacao</u>, shall form part of the Service Provision Agreement/Supply Agreement or any other contract executed with the companies of the Midea Carrier ABC JV Group.

SUPPLIER acknowledges and agrees that commercial proposals (or any other similar documents related to the commercial terms of the Purpose) containing legal clauses, terms, or conditions (e.g., liability clauses, indemnity clauses, penalty clauses), particularly when such terms conflict with the provisions of the Midea Carrier ABC JV Group's contract policy guidelines, shall not be accepted.

SUPPLIER irrevocably and irreversibly declares that it has read and understood the terms of the Midea Carrier ABC JV Code of Ethics and Conduct (the "<u>Code</u>") and undertakes to adhere to the ethical conduct principles outlined in the Code. **SUPPLIER** shall be responsible, including in relation to its agents, in civil, criminal, environmental, and/or administrative matters, for any acts in violation of the Code, available at: https://www.mideacarrier.com.br/assets/pdf/MideaCarrierCodigoPortugues.pdf.

SUPPLIER further declares its full awareness of the terms and consequences of Law No. 12,846, dated August 1, 2013, and the corresponding Decree No. 8,420, dated March 18, 2015 (the "<u>Anti-Corruption Law</u>"), and undertakes to comply with and ensure compliance by its shareholders, partners, employees, agents, or subcontractors with the provisions of the Anti-Corruption Law. **SUPPLIER** shall be exclusively and fully responsible for any act committed by itself, its shareholders, partners, employees, agents, or subcontractors that fall within any conduct classified as harmful to public administration under the Anti-Corruption Law.

SUPPLIER undertakes to fully comply with the provisions of Law No. 13,709, dated August 14, 2018 (the "<u>LGPD</u>"), including but not limited to the processing of personal data, exercising the utmost care and confidentiality, safeguarding such data, and maintaining and implementing appropriate security, technical, and administrative measures to protect personal data against unauthorized access and accidental or unlawful incidents such as destruction, loss, alteration, communication, dissemination, or any form of improper, undue, or unlawful processing. **SUPPLIER** shall continuously observe the principles of purpose limitation, adequacy, security, necessity, free access, data quality, transparency, prevention, non-discrimination, and accountability regarding the personal data exchanged between the Parties.

SUPPLIER guarantees that none of its partners, in any capacity, nor any employees hired by it and assigned to the execution of the Services, have or have had an employment relationship with any of the companies comprising

the Midea Carrier ABC JV Group, which includes Springer Carrier Ltda. (CNPJ No. 10.948.651/0001-61), Climazon Industrial Ltda. (CNPJ No. 04.222.931/0001-95), Midea do Brasil Ar-Condicionado Ltda. (CNPJ No. 09.115.657/0001-79), Carrier Midea da Amazônia Ltda. (CNPJ No. 27.947.329/0001-10), and their respective branches, for a period of no less than 24 (twenty-four) months prior to the signing of this declaration.

SUPPLIER agrees that, whenever necessary, documents arising from this negotiation may be signed electronically, regardless of the use of a digital certificate, through Midea Carrier's electronic signature platform, provided that: (i) complete details (full name, personal or corporate email [generic emails such as customerservice@company.com or company123@company123.com will not be accepted], and ID of the individuals authorized to sign on behalf of the **SUPPLIER**, including the witness) have been provided; and (ii) the authority of the individuals designated by the **SUPPLIER** to sign the contract has been duly validated.

SUPPLIER declares, for all legal purposes, that it is validly represented by its legal representatives or duly constituted attorneys-in-fact, in accordance with its current corporate documents, who hereby certify, under penalty of law, that they have full authority to bind the respective company.

By accessing and completing this form, the **SUPPLIER** declares, for all purposes and effects, that it has read, understood, and agrees with all terms of this form and that it has completed all fields correctly, fully, and accurately. Likewise, **SUPPLIER** assumes full and exclusive responsibility for the information provided herein, including any omissions ("N/A") and their respective justifications, which have been intentionally made.

[Company Name] [Company ID – CNPJ, if applicable] [Name of Legal Representative(s)] [ID of Representative(s) – CPF, if applicable]