

GENERAL TERMS AND CONDITIONS FOR HIRING SUPPLIERS (“T&C”)

1. PURPOSE AND TERM

1.1. This document, referred to as General Terms and Conditions for Hiring Suppliers (“T&C”), is intended to establish the hiring of a supplier (“SUPPLIER”), duly qualified in the corresponding purchase order (“Purchase Order”) or in the Commercial and/or Technical Proposal (“Proposal”), by one or more companies of GRUPO UNIÃO QUÍMICA, also as qualified and identified in any of the aforementioned documents and duly represented according to their articles of incorporation (“COMPANY”), for the supply of products and/or materials and/or for the provision of services (“Purpose”).

1.1.1. The details of the Purpose will be included in the Proposal and/or Purchase Order to be executed under the term stipulated in such documents, or as otherwise agreed in writing between the parties. Such term may be extended by a written agreement between the parties.

1.2. The Proposal executed by the COMPANY and/or the Purchase Order issued by the COMPANY will constitute an integral part of this T&C. In any case of discrepancy, the following order will prevail: (1) this T&C, (2) the Purchase Order and (3) the Proposal.

1.3. Once the supply or the provision of services by the SUPPLIER included in the Purchase Order issued by the COMPANY has started, or in the event the SUPPLIER’s Proposal is accepted by the COMPANY, the parties will abide by all the terms and conditions of this T&C, respecting and complying with all the obligations and liabilities set forth hereunder, and expressly declaring, furthermore, that they are fully aware of all the legal consequences resulting herefrom.

1.4. The Purchase Order and/or the Proposal may be terminated without cause by simple notice to the opposing party, ten (10) days in advance, without any charges or penalty.

1.5. This T&C, the Purchase Order and/or the Proposal will be considered immediately terminated by operation of law, regardless of any notice to that effect, in the event of (a) failure to comply with any of the provisions in the aforementioned documents; or (b) filing of an in- or out-of-court recovery, bankruptcy, insolvency, in- or out-of-court liquidation of either party, or (c) negligence, malpractice or recklessness in the organization, administration and/or performance of the Purpose, or (d) the SUPPLIER filing any lawsuit, execution or legal remedy of any nature whatsoever against the COMPANY or third parties related thereto, which may affect the rights and obligations under this T&C and/or the Purpose, or (e) other cases provided in Brazilian statutory laws.

2. OBLIGATIONS AND LIABILITIES

2.1. In addition to the legal provisions, the SUPPLIER will perform the Purpose in accordance with this T&C, further observing the best technique available in the market in order to achieve the best workmanship, speediness, economy and safety, strictly following the recommendations, specifications and instructions of the COMPANY and competent public authorities. Any recommendations, specifications and instructions provided by the COMPANY or by third parties neither will exempt the SUPPLIER from contractual, legal and technical liabilities related to the quality, safety, result and accuracy of the performed Purpose, nor from the faithful compliance with the adopted schedule or performance term.

2.2. The SUPPLIER represents that it has all the necessary licenses and permits for the performance of the Purpose, and will keep them in force and in good standing, without any restriction or impediment of any nature whatsoever, and the SUPPLIER will be solely liable for its good standing and that of its professionals before any competent bodies.

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2.3. The SUPPLIER will be fully liable before to the COMPANY and/or any third parties for any damages, penalties, expenses, costs, losses and attorney's fees arising from: (a) errors, inaccuracies, flaws, defects, failures found in the Purpose and its resulting goods ("GOODS"), (b) work-related accidents and losses concerning the professionals related to the SUPPLIER, the COMPANY or to third parties by reason of the performance of the Purpose, (c) damages to the environment, (d) the appointed professionals' actions or inactions in the performance of the Purpose, including any of the SUPPLIER's contractors, representatives, assigns, partners or suppliers, and/or (e) the non-compliance with any of the terms and conditions provided in the applicable statutory laws, in this T&C, the Purchase Order and/or the Proposal.

2.4. Furthermore, the SUPPLIER will be fully liable for any civil, labor, administrative, social security, tax and/or criminal liabilities arising from the events established in clause 2.3 above, and will exempt and hold the COMPANY and/or any third parties harmless from and against any compensation and demands, actions, lawsuits, procedures and/or assessments of any nature whatsoever, filed by third parties and/or the competent authorities. Accordingly, the SUPPLIER will reimburse the COMPANY for any and all amounts that it spends under an unappealable decision, whether administrative or judicial, that may be rendered in this regard within a maximum term of five (05) days from the delivery of proof of payment of such expenses.

2.5. Without prejudice to the foregoing and of any legal guarantee, the SUPPLIER will redo or repair, at its own expenses and within the term determined by the COMPANY, any and all Purposes considered unacceptable and/or non-compliant, even those that have already been paid. If any rework is necessary, the SUPPLIER will bear the necessary resources and materials, and, if it fails to perform the rework, the COMPANY will hire third parties to perform such activities at the SUPPLIER's expenses.

2.6. It is hereby expressly agreed that, considering the performance of the Purpose, no employment or liability relationship is established between the COMPANY and the SUPPLIER or its professionals and/or contractors appointed for its performance, and the SUPPLIER will be solely liable for any obligations and liabilities arising from the laws in force, whether labor, social security, insurance or any other obligations and liabilities, and the SUPPLIER will comply with the legal provisions regarding the remuneration of its professionals and further obligations and liabilities of any kind. Furthermore, the SUPPLIER will be liable for the payment of any transportation, board and lodging expenses of its professionals and/or contractors, unless expressly indicated in writing in the Purchase Order and/or in the Proposal.

2.7. The SUPPLIER will be liable for any labor, civil and criminal loss or event of its professionals and/or contractors, inside or outside the COMPANY's premises. In the event of an accident with or without victims, fatal or non-fatal injury, of a SUPPLIER's professional and/or contractor, the SUPPLIER is and will be solely and exclusively liable for the immediate medical care and assistance of any nature whatsoever to its professional and/or contractor, and will immediately take all the necessary actions and comply with the legal formalities.

2.8. The SUPPLIER will not be entitled to the assignment or transfer of any rights related to the COMPANY's equipment and goods or ordered by it and/or software licensed by it, and the SUPPLIER, by itself, its employees, assigns or third parties, is prohibited from modifying, reorganizing, disconnecting, removing and/or repairing said equipment and goods without the COMPANY's prior authorization in writing. Moreover, any work, process, procedure, product content, IT-related solution, computer program/software, application and intellectual or industrial production in general, which has been developed, ordered, built, generated and/or created during the performance of the Purpose or as a result thereof will be considered the COMPANY's exclusive property.

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3. PRICE AND PAYMENT TERMS

3.1. The amounts provided in the Proposal and/or Purchase Order will be paid by the COMPANY to the SUPPLIER as set forth therein or as otherwise agreed in writing between the parties, subject to the provisions of clause 3.2 below.

3.2. The COMPANY will make the payment of the accepted Purpose, insofar as it is in full compliance with what was stipulated in this T&C, the Purchase Order and/or the Proposal. The payment of any Purpose that was not accepted and/or is non-compliant will remain pending until it has been effectively corrected and accepted by the COMPANY. Furthermore, the COMPANY may deduct or offset from the SUPPLIER's remuneration any amounts due and payable because of non-compliance with any condition established in the applicable laws in force, in this T&C, the Purchase Order and/or the Proposal.

3.3. The invoices representing the Purpose will be issued by the SUPPLIER in full compliance with the legal and regulatory requirements, especially tax and social security laws and regulations, expressly recording, when required, the withholding percentages.

3.4. The issuance, endorsement and/or discount of negotiable instruments (*duplicatas*) representing any amounts related to the Proposal and/or Purchase Order is expressly prohibited, likewise the performance of any credit operation guaranteed by such negotiable instruments or the receivables provided thereunder.

4. CONFIDENTIALITY, ANTI-CORRUPTION, REPRESENTATIONS AND WARRANTIES

4.1. The SUPPLIER will keep confidential all files, information, data, documents, results and papers related to the Purpose, the GOODS, the Purchase Order, the Proposal and/or this T&C, which the COMPANY discloses to the SUPPLIER, directly or indirectly, orally, in writing, by electronic means or by any other form of transmission (hereinafter collectively referred to as "Confidential Information"), and the SUPPLIER will restrict the knowledge of the Confidential Information solely and exclusively to its partners, shareholders, directors, managers, employees, service providers, contractors, subcontractors, consultants, assigns, representatives and suppliers who are directly connected to the Purpose, and to the exact extent that such knowledge is necessary for the achievement of the purposes of this T&C, and the SUPPLIER will be liable, in any case, for ensuring that all of them keep the aforementioned confidentiality.

4.2. The SUPPLIER agrees that neither will it use the Confidential Information, in any capacity or in any way whatsoever, directly or indirectly, for its own benefit or that of third parties, nor will it disclose the Confidential Information to any third party, unless expressly required by law or by court order, and the SUPPLIER will adopt all the necessary precautions to keep the confidentiality of said Confidential Information in any event whatsoever, always notifying the COMPANY forthwith.

4.3. The failure to comply with any of the confidentiality provisions established hereunder and in the applicable laws will subject the SUPPLIER, including jointly with the facilitating agent, to the payment, reimbursement, compensation and recomposition of all damages, penalties, expenses, costs, losses and attorney's fees arising from the breach of confidentiality set forth in this clause 4, pursuant to the provisions of the final part of clause 2.4 above and without prejudice to the appropriate in- and/or out-of-court remedies adopted by the COMPANY.

4.4. During the performance of this T&C, the SUPPLIER will not pay, commit to pay or offer anything of value (whether as a donation, compensation, gift or contribution) to any person or organization, whether private or governmental, if such donation, compensation, gift or contribution is or could be considered unlawful or doubtful. Accordingly, the SUPPLIER will always strictly act with the highest ethical, moral and regulatory principles that are applicable to its activities and will abide by the Brazilian laws in force that fight the abuse

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of economic power in any circumstances whatsoever. The SUPPLIER is aware of the content of the COMPANY's Code of Conduct and Ethics available on the website <https://www.uniaoquimica.com.br/codigo-de-conduta-etica-br/>, and, in this sense, will fully comply with its entire content, and will ensure that its professionals and/or contractors also do the same.

4.5. Besides, the SUPPLIER does hereby represent that (i) neither the Purpose nor any of the GOODS will be performed or produced using forced, slave- or prison-like labor, nor will it employ workers below the legal minimum age or in violation of legal standards concerning minimum wage and working hours, among others; (ii) neither hires services or purchases products or raw materials from companies that practice harmful acts against the environment, nor from companies that do not measure efforts to prevent and reduce environmental impacts resulting from their activities; and (iii) neither is there any final sanctioning administrative decision issued against it by a competent authority or body due to the practice of acts that resulted from racial or gender discrimination, child labor and slave-like labor, nor a final judgment rendered as a result of the aforementioned acts, or even others that may characterize moral or sexual harassment or a crime against the environment.

4.6. It is expressly established that this T&C does not grant the SUPPLIER any license to use, reproduce or disclose brands, trade names, designations, symbols, logos, designs and any other distinctive signs that identify the COMPANY's goods or services or those of companies belonging to its economic group, or its partners, or the COMPANY itself and said companies or partners. Such distinctive signs will not be used by the SUPPLIER in catalogs, advertising materials, websites, folders and any other printed and promotional materials, not even for informational purposes or as a mere reference, without the COMPANY's prior written consent. In addition, the SUPPLIER will promptly notify the COMPANY of any violation of intellectual rights or copyrights of which it becomes aware, helping the COMPANY to protect them.

4.7. The obligations set forth in this clause 4 will survive the termination of the Purpose.

5. PERSONAL DATA PROTECTION

5.1. Depending on the Purpose of this T&C, the SUPPLIER may have access to data that identify or permit the identification of natural persons, including those of sensitive nature ("Personal Data") and that are delivered by or collected on behalf of the COMPANY. Accordingly, the SUPPLIER represents and warrants that it will observe the regulations, best practices and laws regarding personal data and privacy protection, in particular the rules and guidelines provided in the General Data Protection Law - Law No. 13709/18 ("LGPD") and others that may be enacted by the National Data Protection Authority ("ANPD") in the future. The SUPPLIER will also be liable for acknowledging and complying with all the COMPANY's available rules and policies on the appropriate conducts related to personal data protection, cyber security and the use of systems (available on the COMPANY's website www.uniaoquimica.com.br), and which access is granted to the SUPPLIER under this T&C.

5.2. No right or license is granted to the SUPPLIER and/or its professionals with regard to any Personal Data, and the duty of confidentiality stipulated hereunder and in the applicable laws will always be observed.

5.3. The SUPPLIER may only process Personal Data during the term of this T&C, strictly in accordance with the purpose of complying with its Purpose-related obligations and with the instructions stipulated by the COMPANY, ensuring that the Personal Data: (i) will remain unchanged according to its original content and form; (ii) was collected and shared pursuant to the legal requirements, including, but not limited to, attention to processing requirements provided in the applicable laws; and (iii) relate to the holders to which they are bound.

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5.4. The SUPPLIER warrants to the COMPANY that, after complying with its processing purpose, the Personal Data will be removed. Furthermore, the SUPPLIER is prohibited from transferring, sharing, disclosing to, or providing access to Personal Data to any third parties unrelated to the Purpose in any other way whatsoever, in whole or in part, even if in an aggregate or anonymized form.

5.5. The SUPPLIER will keep records of the Personal Data processing operations, meeting the requirements of laws and regulations in force, and cooperating with the COMPANY whenever necessary to enable the holders to exercise their rights provided in personal data protection laws, such as, for example (without limitation): (i) the right to confirm the existence of data processing; (ii) the right to access the data; (iii) the right to correct, anonymize, block or delete personal data; (iv) the right of portability; (v) the right to withdraw consent; (vi) the right to delete personal data. The SUPPLIER acknowledges the COMPANY's audit rights to ascertain the compliance with the provisions of this T&C with regard to Personal Data processing.

5.6. The SUPPLIER has a duty to ensure Personal Data security and proper management, using sufficient information security techniques consistent with: (i) the nature of the processed data; (ii) the best practices and national and international standards; and (iii) the laws and regulations in force, and the SUPPLIER will notify the COMPANY within twenty-four (24) hours of any leakage or endangerment of its Personal Data databases related to this T&C, as well as of any incident that may be construed as a violation of privacy and personal data protection laws. The provisions of this clause will be applicable, even if the incident or violation is accidental or negligent, or arises from actions or inactions of third parties.

5.7. The SUPPLIER will fully reimburse the COMPANY and/or any injured person, for any damages, fines, losses, assessments, contractual and legal penalties, arising from the failure to comply with the data protection liabilities provided hereunder or in the statutory laws in force related to this subject-matter, caused by the SUPPLIER or any of its professionals.

5.8. Should the COMPANY be subject to any questioning by public authorities or to any lawsuit with regard to data protection due to a breach caused by the SUPPLIER and/or any of its professionals, the answer and/or defense will be at the discretion of the COMPANY, and the SUPPLIER will make available the necessary information, evidence and/or witnesses. Additionally, the SUPPLIER will reimburse the COMPANY for the expenses and other costs and compensations in which the COMPANY incurs to present its answer or defense and produce evidence.

6. FINAL PROVISIONS

6.1. Any waiver or tolerance by either party regarding the compliance by the other party with the obligations or liabilities stipulated in this T&C, the Purchase Order and/or the Proposal will not be construed as a novation, waiver or discharge. Neither party may assign, transfer or pledge, in whole or in part, the rights and obligations arising from this T&C, the Purchase Order and/or the Proposal, without the prior written consent of the other party.

6.2. The parties expressly acknowledge and agree to all limitations, restrictions, obligations and liabilities set forth in this T&C, which have been asserted and accepted by the parties hereto taking into account the levels of risks to be assumed by each of them regarding the assumption of their respective contractual/legal obligations and liabilities in consideration for the corresponding payments and/or other benefits to be obtained by each of them as a result of the performance of the Purpose pursuant to this T&C. Accordingly, the parties adhere to this T&C on their free will and under the principles of probity and good faith, which will always be respected in the performance and interpretation hereof, and do hereby declare that they are not subject to coercion, state of danger or injury provided in articles 155 to 157 of the Brazilian Civil Code.

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6.3. The parties do hereby declare that their representatives have full legal and corporate powers to enter into this T&C, via the Purchase Order and/or the Proposal, and to assume the obligations and liabilities established in such documents, and such representatives have all the necessary authorizations thereto, and are not violating any legal, contractual or corporate provision.

6.4. The SUPPLIER will not have powers to represent the COMPANY, and will not represent it or act on its behalf in any legal business, including (without limitation) the registration on websites and/or computer programs, unless with prior and specific authorization in writing.

6.5. This T&C, the Proposal and/or the Purchase Order and their obligations are established unconditionally, irrevocably and irreversibly, and will be binding on the respective parties, their heirs and successors in any capacity.

6.6. This T&C will be governed by and construed in accordance with the laws of Brazil. The parties do hereby elect the Courts of the County of São Paulo, State of São Paulo, to resolve any issues arising from this T&C, the Purchase Order and/or the Proposal, waiving any other courts, however privileged they may be.

6.7. This T&C is a legal agreement between the parties registered in the competent Registry of Deeds and Documents and available on the COMPANY's website (www.uniaoquimica.com.br).

HIRING COMPANIES

UNIÃO QUÍMICA FARMACÊUTICA NACIONAL S/A

ANOVIS INDUSTRIAL FARMACÊUTICA LTDA.

INOVAT INDÚSTRIA FARMACÊUTICA LTDA.

UQ INDÚSTRIA GRÁFICA E DE EMBALAGENS LTDA.

LABORATIL FARMACÊUTICA LTDA.

F&F DISTRIBUIDORA DE PRODUTOS FARMACEUTICOS LTDA.