

TERMS AND GENERAL CONDITIONS FOR THE SERVICES EMBRAPORT - EMPRESA BRASILEIRA DE TERMINAIS PORTUÁRIOS S.A.

This Terms and General Conditions, hereinafter referred to as "AGREEMENT", applies to all Services offered and provided by EMBRAPORT - Empresa Brasileira de Terminais Portuários S.A. corporation, headquartered in the city of Santos, São Paulo, at Praça Antônio Teles, 12, conjunto 73, Centro, enrolled with the CNPJ under No. 02.805.610/0001-98, and branch office in the City of Santos, State of São Paulo, at the Estrada Particular da CODESP, s/n, Ilha Barnabé, enrolled with CNPJ under No. 02.805.610/0002-79, hereinafter referred to as "DP WORLD SANTOS", clearly providing all the information on said Services offered and/or rendered, which are provided for in the Price Table for Yard, Storage, Complementary and Related Services, Price Table for Shipping Lines and Price Table for General Warehouse Services, widely disclosed and available at the DP WORLD SANTOS official website www.dpworldsantos.com.

This AGREEMENT represents the free expression of DP WORLD SANTOS and the Customer's will, so Acceptance of this AGREEMENT will always occur through the deliberate purpose of the Customer, through formal written acceptance (through a commercial proposal or specific private instrument), or regular start of the Services by DP WORLD SANTOS.

In view of the foregoing, the Customer declares and acknowledges having prior knowledge of all the terms, Services, prices and general conditions established in this AGREEMENT, which together with the Price Table for Yard, Storage, Complementary and Related Services, Price Table for Shipping Lines and Price Table for General Warehouse Services disclosed and available on its official web page on the website www.dpworldsantos.com, declares its acceptance irrevocably and irreversibly.

For all purposes of this AGREEMENT, and for greater accuracy and clarity of the terms used therein, the following definitions are set forth:

DEFINITIONS:

Shipping Line: means the owner, operator, administrator, charterer of any and all type of vessel entering the Terminal.

Authority: means any direct and/or indirect body of Public Administration with a normative, advisory and/or regulatory role regarding the Services provided by DP WORLD SANTOS, such as, but not limited to, the National Waterways Transportation Agency (ANTAQ), Brazilian Federal Revenue (RFB) and local Superintendencies, the National Health and Surveillance Agency (ANVISA), the Ministry of Agriculture, Livestock and Supply (MAPA), the Brazilian Maritime Authority and the Brazilian Customs Authority.

Cargo and/or Goods: means all cargo, rolling, general products, automotive vehicles, goods packed in containers or not (break bulk cargo), object of the Services provided by DP WORLD SANTOS.

Dangerous Goods: means cargo of any kind classified by the International Maritime Organization (IMO) or by the International Maritime Dangerous Goods Code as such, commonly known as International Maritime Dangerous Goods Code (IMDG).

Customer: means any and all DP WORLD SANTOS Service holders who, directly or indirectly, by means of a specific private instrument, or in their absence, by virtue of this AGREEMENT together with the Public Price Table, use its facilities and Services, including importers, exporters,

shipowners, shippers, rail operators, cargo consignees, charterers and affreighters, general transport operators, including NVOCCs and freight forwarders, shipping agents, cargo or freight consolidators or deconsolidators, terminals and bonded warehouses or any other natural or legal persons, who come to move, embark, disembark or store in a customs area or not, cargoes, automotive vehicles or not, and/or containers, and/or request any and all Terminal Services.

ISPS Code: This is the International Ship and Port Facilities Code, which forms an integral part of the Convention for Safety of Life at Sea (SOLAS) issued by the International Maritime Organization (IMO).

Railway Composition: means any railway automotive vehicle, a locomotive or several locomotives coupled with or without wagons, under normal traffic conditions and with the indication of "complete train" and / or the set of cars and / or wagons of a train, formed according to capacity, tonnage, and types of goods criteria, among other factors that create scale for railway transportation at the Terminal.

Container: means any container cargo, as far as 20 'or 40' (feet or ft), which has a structure for manual or automatic coupling for loading or unloading, with horizontal or vertical handling equipment, which may be closed or open (open top), including flexitanks, reefers, container chassis, isotanks, flat racks or other ancillary equipment for the storage and transport of goods, including the goods inside them.

Accession Contract: means the respective authorization issued by the competent public authority - ANTAQ, for the construction and operation of the Terminal by DP WORLD SANTOS.

ETA: means the estimated time of arrival of the vessel, cargo and/or container by sea or rail transport.

Timetable or Schedule: means the scheduling of stay frequency, or not, time of reception (arrival), departure (leaving) and period of permanence of Railway Compositions in the Railway Terminal, established as a function of the DP WORLD SANTOS Services demand.

Adjustment Index: means the General Market Price Index (IGP-M), as measured by the Getúlio Vargas Foundation (FGV) annually.

Berthing Window: means the time schedules, as provided in the Berthing Window Regulation, in which a Ship must arrive and complete the operations of loading and unloading of the Goods.

Applicable Law: it is Brazilian law, regulations emanating from the Authorities, as well as the International Regulations and Conventions incorporated into the national legal order, including also the Accession Agreement and/or Authorization Term, which, together, shall govern this AGREEMENT, binding the Parties for all court and out of court purposes.

MCD: means the Minimum Crane Density, defined as the average number of cranes the Vessel can hold during the Berthing Window, when presented on arrival at the berth. This is given by the total exchange divided by the number of movements to be made by the crane with more movements.

Ship or Vessel: means any vessel calling at the Cargo Terminal of which the Customer is a Shipping Line, shipowner, charterer or owner; which will include mother vessels, full container vessels, feeder vessels or barges owned, chartered, operated or used by the Customer.

Port: it is the Port of Santos located in the State of São Paulo/Brazil, including all its port area.

Price: It is the monetary value charged by DP WORLD SANTOS to the Customer in exchange for any of the Services provided by DP WORLD SANTOS to its Customers. The prices are fully acknowledged by the Customer and are available on the official website of DP WORLD SANTOS at www.dpworldsantos.com.

Berthing Window Regulation: means the set of rules of frequency of the Vessels in the DP WORLD SANTOS Terminal, as well as the times specified and stipulated between the Parties, and/or those determined by DP WORLD SANTOS in which it will provide all the Terminal Services such as loading, unloading and Cargo movements of the Customer's vessel to the DP WORLD SANTOS Terminal area, and vice versa.

"Roll on Roll off" or "Ro-Ro": it is a special vessel that demands special operational activity carried out by rolling, or through maneuvers of driving and parking, in the case of vehicles. The cargo embarks and disembarks on wheels. The vessel has an opening (ramp) in the bow and/or stern for this movement.

Service: means any usefulness and/or material or immaterial work contracted by means of remuneration, therefore with economic content, provided by DP WORLD SANTOS to the Customer according to this AGREEMENT and provided for in the Public Price Table published on the DP WORLD SANTOS official page at www.dpworldsantos.com or through a Specific Private Instrument signed between DP WORLD SANTOS and the Customer. DP WORLD SANTOS will only assume the obligations and responsibilities for the provision of Services for break bulk, rolling load and/or automotive vehicles or not, with specific prior consultation and if there is a specific instrument with the Customer in this sense.

Public Price Table: it is jointly or individually the (i) Price Table for Yard, Storage, Complementary and Related Services (ii) Price Table for Shipping Lines and (iii) Price Table for General Warehouse Services, all published on the DP WORLD SANTOS official website at www.dpworldsantos.com in which all the Services provided with their corresponding Prices charged by DP WORLD SANTOS are included.

Terminal: It is the port terminal owned by DP WORLD SANTOS located on the left bank of the Port of Santos on the Estrada Particular da CODESP, s/n, Ilha Barnabé, City of Santos, State of São Paulo, Brazil.

Railway Terminal: means certain railways and an area of DP WORLD SANTOS's exclusive ownership and operation located inside the DP WORLD SANTOS Port Terminal.

1. PURPOSE

1.1. The purpose of this AGREEMENT is to regulate and establish all the terms and conditions for the provision of all Services by DP WORLD SANTOS to the Customer, in the area of quays, yards, backside areas and other areas of the Terminal or Port, including the various handling, such as, but not limited to, the loading, unloading and removal of Cargo and/or Goods, as well as their storage, stuffing, stripping, positioning, related services, and all other relevant Services provided in the Public Tables of Prices and Services. Eventual break bulk cargo operation will only be provided by prior consultation of availability and will be object of a specific contract,

1.2. In addition to the general terms and conditions set forth herein, the Customer shall provide full compliance with all Applicable Laws, norms and regulations pertaining to their cargo and the use of national ports, submitting to the determinations and competencies of the Brazilian Authorities, as well as acting in safe and efficient way according to the instructions given by DP WORLD SANTOS.

1.3. DP WORLD SANTOS shall not be responsible for any service, scope and/or activity not expressly provided in this AGREEMENT and in the Public Price Table, or what is signed in a particular private instrument between the Customer and DP WORLD SANTOS.

1.4. DP WORLD SANTOS will make the Terminal Services available, according to its operating and infrastructure conditions, fully known to the Customer and on which it declares its full consent.

1.5. DP WORLD SANTOS will provide the Services to its Customers according to the Applicable Law and according to the information received from the Customer, provided they are appropriate, lawful, timely and previously approved by DP WORLD SANTOS for a certain Service.

2. SCOPE OF SERVICES AND OPERATING CONDITIONS

2.1. Vessels operated by the Shipping Line, previously scheduled, must dock in the berth allocated by DP WORLD SANTOS, and shall unberth immediately after the completion of the loading and unloading operations, due to the end of the period of its Berthing Window, or, whenever requested by DP WORLD SANTOS or by any Authority, pursuant to the DP WORLD SANTOS Berthing Windows Regulation and Applicable Law.

2.1.1. The Services provided by DP WORLD SANTOS to the Customer include the availability of:

- a) Berths, structures, railway branches and appropriate equipment to operate vessels, Railway Compositions or others that require Terminal Services, and the berthing of the vessel, and/or reception of Railway Compositions, carried out upon attendance by the Customer of the rules in Regulation DP WORLD SANTOS Berthing Windows Regulations or at the fixed times for reception and dispatch of the "Timetable" Railway Compositions, as well as the rules contained in this AGREEMENT;
- b) Loading, unloading, receiving, handling and storage of cargo and/or container in primary zone, as well as all complementary and correlated Services as provided in the Public Price Table and;
- c) Any and all Service demanded by the Customer and accepted by DP WORLD SANTOS, provided that they are in accordance with its corporate purpose and authorized by the competent Authorities.

2.2. In order to ensure adequate planning and efficient service in the operation of the Vessels and/or Railway Compositions, it is the Customer's responsibility, and therefore it is the Customer obligation:

- a) Respect the rules contained in the timing, timetables and schedules of maritime and/or railway carriers, in particular the DP WORLD SANTOS Berthing Window Regulation or at the fixed times for reception and dispatch of the "Timetable" Railway Compositions, especially those related to the scheduling of berthing and the deadlines for confirmation of ETA arrival estimates.
- b) Provide stowage plans suitable for an efficient operation of its vessel (with 4.5 MCD for long haul and 2.5 for cabotage) and/or Railway Composition, at least twenty four (24) hours before arrival as detailed below:
 - i. For vessels and/or Railway Compositions operating from Monday 7:00 am until Saturday 7:00 am, the respective stowage plans must be received by DP WORLD SANTOS with twenty four (24) hours of Advance of the final estimate of arrival of these ETAs;
 - ii. For vessels and/or Railway Compositions operating from Saturday 7:00 am until Monday 7:00 am, the stowage plans must be received by DP WORLD SANTOS until Friday 7:00 a.m.

- c) Provide all information, at least twenty-four (24) hours in advance of the arrival of the vessel and / or Railway Compositions regarding the characteristics of each Container and / or non-containerized Cargo to be unloaded, loaded or removed, including, but not limited to, quantity, weight, size, type, whether refrigerated or not, whether dangerous or not, as well as known ISO details, if applicable.
- d) Keep vessels berthed or Railway Compositions in the position recommended by DP WORLD SANTOS, in parallel to the berthing or to the Railway Compositions in the best possible way according to DP WORLD SANTOS criteria, and with a distance not exceeding that established by DP WORLD SANTOS, in order to allow that the loading and unloading equipment operates with maximum efficiency and without interruptions.
- e) Do not occupy a berth, or the railway **branch**, without being in operation (loading, unloading), unless you have the prior written consent of DP WORLD SANTOS. In case of berthing docks occupation or unauthorized railway branch, all damages, costs and losses, generally suffered by DP WORLD SANTOS, will be charged to the Customer, including, but not limited to, direct, indirect, material, immaterial, moral damages, image damage, consequential damages, loss of revenue, loss of chance, loss of profits.

2.3. The lashing/unlashing of the Containers and/or Cargo on the vessels decks shall be made in accordance with the instructions of the Customer or master, including the search and storage of stowage material for proper use on board. The Customer shall ensure to DP WORLD SANTOS the use of automatic twist locks.

2.4. The loading, unloading and/or removal operations will be carried out in the Terminal continuously for 24 (twenty four) hours, 07 (seven) days a week, except for the December 24 and 31, period in which the activities end at 07:00 p.m., returning at 7:00 a.m. the next day, and except during the acts of god or force majeure and/or by instruction of the competent Authority.

2.5. The Customer hereby declares that he / she is aware and agrees, for all intents and purposes, that the Services herein shall be provided, as a rule, in an open air area and, therefore, shall not be subject to questioning, liability and / or any indemnity regarding weight breakage or damages, hidden damages, changes in quality, color and /or loss/ modification of the Cargo specification, arising from the nature and / or their improper packaging, or due to atmospheric variations, as well as in the other hypotheses established in this AGREEMENT.

2.6. Notwithstanding any other right or caution that may be adopted by it, DP WORLD SANTOS shall have the right to suspend all Services in execution or that may be provided to the Customer in case of violation of any of the terms of this AGREEMENT and/or Applicable Law, maintaining the suspension until noncompliance has completely ceased, with the assumption of responsibility and duty of recomposition of any damages caused to DP WORLD SANTOS or to third parties, being the Customer responsible for reimbursing DP WORLD SANTOS for any damages caused, including but not limited to direct, indirect, material, immaterial damages, moral damages, damages to the image, consequential damages, loss of revenue, consequential damages , loss of profits, as well as for the effective payment for the Services rendered duly corrected monetarily, notwithstanding the application of fine and interest as provided in Clause 4.10 of this AGREEMENT.

2.7. Whenever it deems necessary, and under its responsibility, DP WORLD SANTOS may employ the services of any contractor, also qualified, for the provision of the Services governed by this AGREEMENT.

2.8. The Customer declares and guarantees for the due purposes that the remuneration paid as a Basic Stevedoring, according to item 2.1 of the Public Price Table for Shipping Lines,

commonly known as Box Rate - price charged for the service of cargo handling between the hold of the Vessel and its placement in the port terminal stack, in the case of import - does not include the remuneration for the segregation services and immediate delivery service (Immediate Delivery Service), as provided in item 10.1 of the Public Price Table for Yard, Storage, Complementary and Related Services published on the DP WORLD SANTOS official website at www.dpworldsantos.com.

3. HANDLING OF DANGEROUS GOODS

3.1. The Customer undertakes not to deliver to DP WORLD SANTOS a product and/or a Dangerous Goods or Container containing such products, except in cases in which DP WORLD SANTOS is notified in advance of the need for appropriate handling of the products and/or Dangerous Goods, and in any case if it expressly agrees with the receipt and specific provision of such service.

3.2. The Customer is exclusively responsible civilly and criminally, in the legal and administrative sphere, before DP WORLD SANTOS and Authorities, for all acts that practice or stop practicing regarding the information on packaging and handling of Dangerous Goods.

3.3. In the event that any dangerous products may constitute a risk to other products moved at the Terminal or Port, to properties, life or human health or in the event of dangerous products being handled in a segregated manner, the competent authority may determine their destruction, re-shipment - in the case of import or transshipment - or segregated handling, which shall be immediately obeyed and adopted by DP WORLD SANTOS and fully paid by the Customer. In this case, it is the unambiguous and unassailable responsibility of the Customer to monitor and assist DP WORLD SANTOS in any dealings with the Authorities, anticipating or reimbursing all costs and/ or expenses incurred by DP WORLD SANTOS, whether related to destruction, disposal, segregation or any other measures adopted in the treatment of such products and/or Dangerous Goods, including reimbursement for all damages caused to DP WORLD SANTOS, as well as for direct, indirect, material, immaterial damages, moral damages, image damages, consequential damages, loss of revenue, loss of chances, loss of profits caused to DP WORLD SANTOS, third parties and the environment.

3.4. The Customer is responsible for all necessary containment measures for Dangerous Goods and/or Product, and /or Unit that is landed or shipped in this Terminal that presents a leakage and /or any vice or defect in packaging, or that constitutes a risk, and DP WORLD SANTOS may even reject the receipt of said unit and /or only do so after signing a liability statement for all possible damages that may arise from the operation, as well as all costs and expenses necessary to contain and mitigate risks and environmental impacts.

3.5. Customers shall provide in writing to DP WORLD SANTOS all information regarding the product and / or the Dangerous Cargo, information that is indispensable for taking of preventive and precautionary measures by DP WORLD SANTOS, and it is also up to the Customer to display warning notices indicating their degree of danger and its IMO classification and, furthermore, presenting all appropriate instructions for moving, storing and handling, in general.

4. PAYMENT CONDITIONS

4.1. The remuneration for the Services provided by DP WORLD SANTOS will be determined by the Public Price Table published on the DP WORLD SANTOS official page at www.dpworldsantos.com at the time of the Services, unless there is express request of **contracting** by specific private instrument, duly signed by DP WORLD SANTOS and the

Customer, on which this AGREEMENT shall remain valid and effective in a subsidiary manner, whenever there is omission or express reference to particular material.

4.2. The value set out in Item 5.3.0 of the Price Table for Shipping Lines shall be charged if there is an untimely occupation of the berth, regardless of the total or partial use of said period, and the time counting shall begin two (2) hours after DP WORLD SANTOS have completed the operation of each vessel.

4.3. The same amount set forth in Clause 4.2 above shall also be charged for each period of eight (8) hours of delay / non-attendance of the Railway Composition as established in the Timetable established between DP WORLD SANTOS and the Customer, without prejudice to DP WORLD SANTOS's right be fully compensated for any losses and damages and / or other expenses incurred due to noncompliance with said obligation. In the event of an untimely arrival of the Railway Composition in the Terminal, DP WORLD SANTOS reserves itself the right to provide the Services at the next available time / opportunity of the Railway Line in its sole discretion. The Customer being entitled, however, to cancel and/or reschedule the Hourly Grid, provided that the Customer requests DP WORLD SANTOS in writing and at least twelve (12) hours before the arrival of the Railway Composition in the Terminal and there is formal and expressed acceptance by DP WORLD SANTOS.

4.4. When import Containers unloaded from Vessels remain temporarily in bonded warehouse at the Terminal, the storage will be charged by DP WORLD SANTOS according to the Public Price Table, widely disseminated on the DP WORLD SANTOS official page at www.dpworldsantos.com, and, therefore of the Customer's knowledge, or, as the case may be, according to the negotiation between DP WORLD SANTOS and the interested party.

4.5. The Customer shall pay the storage, in the case of export, when it exceeds the free time period, as provided in the Public Price Table, whether due to ship delay, non-fulfillment of vessel call by the Shipping Line or any reason beyond the control of the Customer or knowledge of DP WORLD SANTOS.

4.6. DP WORLD SANTOS has the legal right of retention on all or part of the Goods, Containers and /or Cargo that are in its possession, for the guarantee of any amounts due to it, until the perfect and complete payment due, as provided in this AGREEMENT, and in the Public Price Table, also reserving itself the right to stop receiving Customer's Containers and /or Goods in its Terminal in case of such default. No other document or device shall have the power to relate, limit, exclude or give another interpretation to this Clause.

4.7. DP WORLD SANTOS shall not be liable for the expiration of the term of deposit, abandonment of the cargo and/or decree of its forfeiture under the Applicable Law. In any case, the Customer will pay for the Services provided until the Container and/or Goods are effectively withdrawn from the Terminal or Warehouse either by the Customer, third parties or the competent Public Authority. In this event, DP WORLD SANTOS will issue an invoice for Services rendered, for the total amount of the debt, which shall be paid by the Customer in cash, notwithstanding the Customer maintaining DP WORLD SANTOS exempt and free from any obligation, liability, forfeit, damage, expense and/or loss.

4.8. The Services provided must be invoiced immediately after: (i) the completion of the operations of each Vessel or each Railway Composition; (ii) the closing of the count of the period of storage or the provision of other Services, for payment as established in the Public Price Table, which in any and all cases may not exceed the maximum term of one (1) business day counted from the invoice issuance.

4.9. DP WORLD SANTOS shall be exclusively liable for issuing and sending the invoices directly to the Customer or to the person indicated.

4.10. Failure to make payment according to Clause 4.8 above with the General Notes of the Public Price Table, it will be applied a non-compensatory fine of two percent (2%) on the total amount of the debt, plus default interest of zero point zero thirty-three percent (0.033%) from the day following the maturity of the Invoice until the actual payment of the obligation and other charges and expenses incurred, including the appropriate monetary correction.

4.11. Prices due to DP WORLD SANTOS will be adjusted by the IGPM / FGV variation every twelve (12) months, or less frequently if established by law.

4.12. The amounts owed to DP WORLD SANTOS shall also be reviewed in its favor in the following cases, notwithstanding others arising from a specific private instrument and the Applicable Law:

- a) Change in the scope of the Services, as in the case of inclusion of additional Services at the request of the Customer and accepted by DP WORLD SANTOS;
- b) Events resulting from force majeure or acts of God, as defined in art. 393 caput and sole paragraph of the Civil Code w/ c to Clause 5.4 of this AGREEMENT;
- c) Changes and / or creation of taxes, tariffs, charges, dissidents, supplies and other events that directly or indirectly affect the cost of the Services;
- d) Change in norms, laws, regulations, decisions and administrative and / or legal acts, of any nature.

5. GENERAL CONDITIONS

5.1. The Customer, when requesting to DP WORLD SANTOS any Services provided in the Public Price Table, declares and guarantees an acknowledgment of all the terms, Services, Prices and general conditions established in this AGREEMENT, accepting both documents in an integrated, irrevocable and irreversible way.

5.2. The Customer shall be liable for any and all damages caused to DP WORLD SANTOS, including direct, indirect, material, immaterial damages, damages to the image, consequential damages, loss of revenue, loss of chance, loss of profit caused by its equipment, its vessels, Railway Compositions, by their vehicles or structures that have interface or connection with the Terminal, in general, or by their employees, subcontractors, crew or agents, to the quay facilities, the Railway Terminal, and/or equipment or structures of the Terminal, including the porters, mobile cranes, the railway gate that gives access to the Railway Terminal, the fences, fenders and the like, as well as any third party cargo that may be damaged, being obliged to provide to DP WORLD SANTOS, immediately, monetary guarantee or bank guarantee in sufficient amount to guarantee the perfect and integral reimbursement, indemnification, refunds by all losses and damages caused.

5.3. DP WORLD SANTOS shall not be liable for any loss or damage, whether for direct, indirect, immaterial, consequential damages, loss of revenue, moral damages, loss of profits, fines, costs and expenses arising from passengers, clandestine or illegal immigrants of any nature, which may be found on board vessels, or within any container or other type of vehicle and / or improper merchandise, that enters the Terminal on behalf of the Customer. The Customer is obliged, under this AGREEMENT, to fully indemnify and compensate DP WORLD SANTOS for any and all expenses, fines or costs that may be incurred or imposed on the Terminal by any Authority in relation to passengers, illegal or irregular immigrants.

5.4. DP WORLD SANTOS shall be exempt from all liability and therefore will not be subject to any claim by the Customer, for any reason whatsoever, when:

- a) It is an event arising from an act of God and /or force majeure, as established in the Civil Code and in this AGREEMENT;
- b) The Customer and/or any of its agents, subcontractors, employees, contractors and others fail to comply with any rule and/or instruction of DP WORLD SANTOS and/or Authorities, caution or any act and/or omission that impedes the execution of the Services or cause any damages to DP WORLD SANTOS;
- c) The Customer fails to comply with any of the obligations set forth in item 2.2 and other obligations under this AGREEMENT;
- d) The Customer fails to advise on the proper storage or handling of the Container and its Cargo within seven (7) days prior to its arrival at the DP WORLD SANTOS Terminal;
- e) Practiced any act of the competent Authorities that prevents or affects the provision of the Services, not limited to cases in which the Customer's Goods are blocked by legal and/or administrative decision by any of the Authorities;
- f) Occurrence of any events that prevent or substantially impede the provision of the Services, not limited to:
 - i. Riot or civil commotion, blockades, popular protests/demonstrations;
 - ii. Public calamities, earthquakes, floods, fires, sea surf, hurricanes, storms, or other adverse natural and climatic conditions;
 - iii. Destruction or damage of any of the equipment necessary for the rendering of the Services for reasons unrelated to DP WORLD SANTOS, in whole or in part;
 - iv. Total or partial impossibility of using the railroad, port, highways, boarding service or other normal means of transport necessary for the Services provision;
 - v. Strike or lockout or other civil action or demonstration, transportation embargo, or interruption of the public supply of electric power, that will affect the fulfillment of contractual obligations; and
 - vi. Third-party facts, unforeseeable, unavoidable and extraordinary facts.

5.4.1. Notwithstanding any other right or prerogative that may be adopted and the other terms set forth herein, DP WORLD SANTOS shall have the right to suspend the provision of the Services, without prior notice, in the event of the assumptions set forth in Clause 5.4 above, as well as any other events that hinder the provision of the Services. In this case, DP WORLD SANTOS shall not be considered to be in default or liable under any circumstances, including for operational, logistical problems at the Terminal or for all preventive, corrective and other maintenance, in the structure, property and equipment of the Terminal.

5.5. Except as expressly agreed upon through a specific Private Instrument with the Customer, DP WORLD SANTOS does not guarantee exact deadlines for the conclusion of the Services and, therefore, is not responsible for non-compliance with the terms assumed by the Customer before third parties without their agreement and formal agreement, including but not limited to, claims for alleged holdings of vessels, Railway Compositions and/or others, or delays in the loading or unloading of Containers and/or Goods.

5.6. The Customer expressly acknowledges, represents and guarantees that DP WORLD SANTOS will only be liable for direct material damages as a result of an act committed or omission attributable to DP WORLD SANTOS for its proven exclusive and direct fault, through a final judicial decision and in any case it will not be responsible for any indirect, moral, non-pecuniary damages, loss of profits, loss of business, revenue or opportunity/chance, and the image of either the Customer or third parties, in the latter case assuming that the Customer is fully responsible for the equity and off balance sheet, pecuniary or not, providing immediate monetary guarantee or bank guarantee to the one who suffers the damage, if applicable, in sufficient amount for full compensation or indemnification for losses and damages that may be determined. No other provision hereof shall have the effect of deconstructing, restricting or relativize the limitation or exclusion of liability of the DP WORLD SANTOS under this clause.

5.7. In the event that DP WORLD SANTOS is triggered, judicially or extrajudicially by reason of a harmful act caused by the Customer, it will ensure that, in the defense of its interests, the interests of DP WORLD SANTOS are protected beforehand, and it shall seek its exemption as soon as possible in relation to the responsibilities that they are being charged. In cases involving labor claims, lawsuits, liability, procedural fines, in course convictions, direct and indirect material losses and damages and expenses, including attorneys' fees, arising from harmful actions caused by the Customer, the latter will assume full responsibility, authorizing DP WORLD SANTOS to call it to the process, and the Customer must give due notice to the event, exempting/excluding DP WORLD SANTOS from the liability of any claim, as well as reimbursing it for all expenses and damages suffered.

5.8. In relation to the Services provided by DP WORLD SANTOS to the Shipping Line, the latter shall include in all of his or her bill of lading for the Containers shipped or landed at the Terminal, provisions for which all Shipping Line's subcontractors - including specifically for these purposes, DP WORLD SANTOS and its subcontractors - shall have the benefit of any provision of such agreement which limits the Shipping Line's liability in respect of such transportation (including, but not limited to, any maximum limit of liability or limitation of time limits) and shall not be liable to any other party other than the Shipping Line with respect to the Goods and the Customer, by means of this AGREEMENT, undertakes to indemnify DP WORLD SANTOS and defendants against any claim of third parties with respect to the Goods.

5.9. With respect to Clause 5.8 above, the Shipping Line is fully aware that DP WORLD SANTOS has agreed with its subcontractors that they will enjoy the benefit of the exclusion and limitation of liability terms as provided in this AGREEMENT, and only for the purposes of this Clause. DP WORLD SANTOS hereby assumes the representativeness of all those persons who shall be treated as parties and therefore related to this AGREEMENT.

5.10. For the purposes of this AGREEMENT, DP WORLD SANTOS's liability for the Goods and/or Container on Ship Loading and Unloading Services (i) shall begin after the container has been removed and/or loaded on the vessel and terminates in the placement of the Container and/or Goods in the Terminal Common Stack in the case of inbound, or (ii) upon removal of the Container and/or Goods from the Terminal Common Stack and terminates with the Container and / or Goods placement on the vessel when dealing with outbound.

5.10.1. For the operations carried out for Railway Compositions, DP WORLD SANTOS's responsibility for the Goods and/or Container, on the Services of loading and unloading of these compositions (i) begins after the Container and/or Goods of the Railway Composition has been removed and terminates with the placement of the Container and/or Goods in the Terminal common stack in the case of export/ outbound /unloading, or, (ii) starts after the Container and/or Goods are removed from the Common Stack and terminates with the placement of the Container and/or Goods in the Railway Composition in case of inbound loading.

5.11. For the loading and unloading operations carried out in Ro-Ro mode, DP WORLD SANTOS's liability to the Customer for the Goods and/or Vehicle, object of the Services, (i) begins in the handling / movement of the Goods and/or the Vehicle from the access "ramp" to the Vessels and ends with the positioning of the Goods and/or the Vehicle at the first parking lot in the case of import/inbound, or (ii) starts in the driving/movement of the Cargo and/or the Vehicle from the last parking area of the terminal (parking area) and terminates in the positioning of the Cargo and/or the Vehicle at the access "ramp" to the Vessels in case of outbound.

5.11.1. For the purpose of this AGREEMENT, DP WORLD SANTOS's liability for the Goods, Container and/or Vehicle, object of the Warehousing Service, begins after the positioning of the Goods, Container and/or Vehicle in the common Terminal stack and/or Terminal parking area and closes in the removal of the Cargo, Container and/or Vehicle from the Terminal common stack and/or parking area.

5.11.2. In case of contracting the Services of loading and unloading and/or storage of Vehicles in the Terminal area, DP WORLD SANTOS will not be responsible for the content, belongings, objects, parts, equipment and any other goods left by the Customer under any circumstances, or by whomsoever it may indicate, nor by the respective descriptions, qualities, physical quantities of such belongings, objects and any goods, or of any divergence between that verified within the Vehicle and the declared by the Customer before local authorities.

5.11.3. With respect to the Services provided by DP WORLD SANTOS in the Ro-Ro modality, and notwithstanding the foregoing, the Customer shall be exclusively and entirely responsible, by itself or its employees, agents, contractors and/or representatives, for performing any and all handling, loading and unloading of Vehicles from Land Transportation Trucks.

5.11.4. It is the responsibility of the Customer to be responsible, by itself or its employees, agents, contractors and/or representatives for the delivery of keys and other belongings of the Vehicle to be delivered exclusively to employees of DP WORLD SANTOS in charge of providing the Services object hereof, aware that the delivery of the Keys and/or other belongings of the Vehicle to others, will exempt DP WORLD SANTOS from any liability for any losses and damages suffered.

5.12. With respect to Services provided in the area of the Railway Terminal and/or related to Railway Compositions, the Customer represents and warrants that the Railway Carrier is exclusively and fully responsible for the rail transportation services of Goods provided to third parties, as well as for all the movements of the Railway Compositions occurring inside or outside the Terminal and ancillary operations, also declaring acknowledgment - notwithstanding the provisions of Clause 5.4 and following - that DP WORLD SANTOS shall not in any event be responsible, even in a concurrent, subsidiary, or against legality form for accidents, damages and/or any losses and damages resulting from the rail transportation of Cargoes and/or Containers, nor for the movements of Railway Compositions, regardless of whether they are located and/or operated inside or outside the Terminal.

5.12.1. The Customer declares and warrants that all Services for handling, loading, unloading of Cargoes provided by DP WORLD SANTOS of (for) wagons of all Railway Compositions, comply with good industry practice, DP WORLD SANTOS internal regulations and Applicable Laws regarding good practice and operational technique, observing yet the Procedure for Shipment of Railway Compositions ("PEF") agreed upon between DP WORLD SANTOS and the Customer, with the Receiving and Acceptance Term of the Cargo being duly signed by the Customer as confirmation and proof of compliance with these technical, operational requirements and guarantee of the correct delivery of the Cargo by DP WORLD SANTOS to the Customer and/or in the absence of the signature of this, it will constitute, for all contractual, legal and et extra purposes, the mere departure of the Railway Composition of the terminal area.

5.13. Notwithstanding clause 5.10 above, in case of cargo removal, that is, when the container and its Cargo unload at another port terminal, but destined for the DP WORLD SANTOS Terminal, DP WORLD SANTOS's liability starts only after the effective date of the container and goods gate out facility through the use of ground and/or rail transport to the Customer's order.

5.14. DP WORLD SANTOS's liability under this AGREEMENT arising from any single incident or series of incidents arising from a common cause, in any and all cases, subject to the application of Clauses 5.3 and following above, shall not exceed the amount of two million Reais (BRL 2,000,000.00) - Maximum Limit of Liability, knowing that in any and all cases, DP WORLD SANTOS will not be liable for indirect damages, non-material damages, loss of profits, business losses, loss of revenue or opportunity, and image damage. While it is true that no other provision hereof will have the effect of deconstructing, restricting or relativizing the provisions of this Clause.

5.15. DP WORLD SANTOS's liability under this AGREEMENT, subject to the application of Clauses 5.3 and following, shall not exceed the Financial Limits set forth below for the specific category of loss or damage, and such Financial Limits shall prevail over the Maximum Limit of Liability:

- a) In the case of physical damage to the vessel (including onboard crane), the maximum limit of two million Reais (BRL 2,000,000) arising from any single incident or series of related incidents;
 - i. In the case of physical damage to the Railway Composition, including all the main and auxiliary components of the set of cars and / or train wagons, the maximum limit of one hundred thousand Reais (BRL 100,000.00) arising from any single incident or series of related incidents;
- b) In the event of loss or physical damage to the Container, or to the Container and its auxiliary equipment, the depreciated value, or the reasonable cost of the repairs, whichever is less;
- c) In the event of loss or physical damage to the Goods:
 - ii. In the case of Containerized Goods: repair for damage caused up to the Limit of seventy-five thousand Reais (BRL 75,000.00) per Container; and
 - iii. In the case of non-containerized, rolling goods, and/or automotive vehicle: repair for damage caused up to the limit of fifty thousand Reais (BRL 50,000.00) per piece arising from any single incident;
- d) In the case of any other equipment owned or operated by the Customer that has not previously been mentioned in this Clause, subject to the Maximum Limit of twenty five thousand Reais (BRL 25,000.00), the lower from the reasonable cost of repairs and the depreciated value.

5.16. Notwithstanding the Maximum Limits established in Clauses 5.14 and 5.15, it is hereby established that the Customer will not claim any compensation for direct material damage, whose value involved is less than three thousand five hundred Reais (BRL 3,500.00).

5.17. The Customer acknowledges and accepts for all legal purposes that in the event when there is observation of loss, damage and/or defects in Goods, Vehicles and/or Containers at the time of loading, unloading and/or at risk transfer points, a Damage Report will be drawn up by DP WORLD SANTOS to be signed by two witnesses. If the agent, representative and/or employee of the Customer who is at the place of provision of the Services (eg: driver, transporter, etc.) unreasonably refuses to sign the Term, it shall be drawn up by DP WORLD SANTOS and signed by two witnesses paying off the same effect as if it had been signed by both Parties. The release/registration of the damage in the DP WORLD SANTOS Surveyor's Collector equipment during the loading, unloading and/or risk transfer operations will also be admitted for the same purposes as the Damage Report.

5.17.1. In cases where there are damages in the Container and/or Goods, rupture or absence of seals and/or inconsistencies of information provided by the Customer from the time of shipment to its reception at the DP WORLD SANTOS Terminal, DP WORLD SANTOS reserves itself the right to reject the reception and/or entry of the Container and/or Goods at its Terminal, until the defects, incongruities and/or malfunctions are fully remedied by the Customer.

5.17.2. Regarding the Services provided by DP WORLD SANTOS in the Ro-Ro modality, and notwithstanding the foregoing, the Customer represents and warrants that all DP WORLD SANTOS Surveys on the goods and /or vehicles at the points of risk transfer shall prevail over all others, becoming valid and effective regardless of the existence of other Surveys performed by the Customer.

5.17.3. Notwithstanding Clause 5.17.1 above, DP WORLD SANTOS also reserves itself the right to reject the receipt and/or admission of Railway Compositions in the area of its Terminal in case of any vices, incongruities and/or breakdowns in said Railway Compositions such as, but not

limited to, solid, animal, liquid and/or debris residues, oils or oily substances located on/between the wagons and/or equipment of the Railway Compositions, it being understood that if said defects, incongruities and/or damages are detected only after the entry of the Railway Composition in the Terminal area, DP WORLD SANTOS reserves itself the right to refuse the unloading and/or any movement of the Goods until such defects, incongruities and/or damages are fully remedied by the Customer, Observing in any and all cases the right of DP WORLD SANTOS to be fully indemnified for all losses, damages, costs and/or expenses arising from possible emergency measures that may be taken by DP WORLD SANTOS to remedy said defects, incongruities and/or damages.

5.18. DP WORLD SANTOS may amend this AGREEMENT at any time and therefore any additions or changes to the rules set forth herein shall become valid and shall become fully effective immediately upon their publication on the DP WORLD SANTOS official page at www.dpworldsantos.com or by express agreement with the Customer in a separate document.

5.19. DP WORLD SANTOS's employees, contractors or subcontractors do not have authority, not even legal and statutory powers to waive, compromise, relativize or otherwise vary any provision of this AGREEMENT, provided that any change in its terms shall only have any effect when made in writing by own legal representatives of DP WORLD SANTOS, in a specific formal document and / or duly published on the DP WORLD SANTOS official page at www.dpworldsantos.com.

5.20. No tolerance of DP WORLD SANTOS for any condition of this AGREEMENT shall be construed as a waiver, novation or shall affect DP WORLD SANTOS's right to such condition.

5.21. In case of divergence between the text hereof and its English version, the Portuguese version shall prevail.

5.22. Any and all rights hereunder or any private instruments entered into between DP WORLD SANTOS and the Customer have been assigned in favor of the Creditors of DP WORLD SANTOS or Collateral Agent, as the Creditors' attorney-in-fact, including without limitation the amounts to be paid by the Customer to DP WORLD SANTOS (credit rights) in accordance with the respective invoices which were assigned in trust to these Creditors and (or) Collateral Agent to guarantee the obligations arising from the Loan and Hedge Agreements entered into by DP WORLD SANTOS, and unless and until the Creditors or the Guarantor Agent, acting as attorney-in-fact for the Creditors, determine in a different way, in which case the Customer shall exclusively comply with the new instructions given to them by the Creditors or by the Guarantee Agent, regardless of any consent or signature by DP WORLD SANTOS, the Customer shall make payment of any and all amounts due under the invoices only to the following bank account:

Holder: EMBRAPORT – Empresa Brasileira de Terminais Portuários S.A.
CNPJ No.: 02.805.610/0001-98
Bank: Bradesco
Agency: 895-8
Account No.: 115786-8

5.23. It is agreed by the parties since the Customer will not be able to withhold and/or compensate amounts owed by the latter to DP WORLD SANTOS.

6. THIRD PARTY RIGHTS

6.1. Except as expressly provided in this AGREEMENT, a person who is not a party to this AGREEMENT will not have any rights with respect to it, except to those provided for in Brazilian law.

7. SOLE AGREEMENT

7.1. This AGREEMENT fully reflects the understanding of the Customer and DP WORLD SANTOS in relation to its object and supersedes all previous understandings, commitments and instruments.

7.2. If any provision herein becomes invalid or becomes amended or even becomes impossible to impose by a final decision by a Court or House of competent jurisdiction, this fact will only affect the Clauses and/or item affected, remaining the other Clauses and items of this AGREEMENT intact and in full force and effectiveness.

8. EMBRAPORT'S CODE OF CONDUCT

8.1. DP WORLD SANTOS has its own Code of Conduct ("Embraport Code of Conduct") available on the DP WORLD SANTOS official page at <http://www.dpworldsantos.com/linha-de-etica/> under a moral and ethical standard of conduct in full compliance with the principles and rules of its Shareholders in compliance with all national anti-corruption laws and regulations, on which its employees and suppliers declare their compliance with the obligations assumed herein and shall prevail over all others.

9. FORUM AND JURISDICTION

9.1. This AGREEMENT is governed by the Applicable Law and any disputes will be settled in the City of Santos, State of São Paulo, but the agreement of DP WORLD SANTOS with Customers and/or third parties will be accepted to resolve the dispute by arbitration.

Santos/SP, March 1st, 2017.