**SANOFI MEDLEY FARMACÊUTICA LTDA**
CNPJ: 10.588.595/0012-54 INSC. ESTADUAL: 123.058.460.115
Av. das Nações Unidas , 14.401 - Brooklin Pta - S.Paulo - Torre Sucu
CEP 04578-000 - SAO PAULO - SP - Brasil
Tel: (0XX11) 3759-6000 / Fax:
Internet: De 2a. a 6a. das 9:00 as 16:00 Hs



# Purchase Order

## Supplier

**PIAMERICA SA**
RUA F ALFREDO BALDOMIR 2408
11300 - MONTEVIDEO - Uruguay
Tel/Fax: 11 47034352
e-mail 1: tamara.alves@sanofi.com

## Bill to

SANOFI MEDLEY FARMACÊUTICA LTDA
Av. das Nações Unidas , 14.401 - Brooklin Pta - S.Paulo - Torre Sucu
CEP 04578-000 - SAO PAULO - SP - Brasil

## General Information

| | |
|---|---|
| **PO. Number** | 4500419350 |
| **Date** | 08.11.2022 |
| **Supplier No.** | 5203495 |
| **Currency** | USD |
| **Payment Terms** | within 90 days Due net |
| **Incoterms** | CIF CIF |
| **Shipping Date** | Refer to Shipping Instruction |
| **Purchaser:** | Tamara Cesar Alves |
| **E-mail:** | Tamara.Alves@sanofi.co |
| **Tel:** | 11 4745 1366 |
| **Fax:** | |

| Item | Description | Quantity | UN | Unit Price | Amount |
|---|---|---|---|---|---|
| 0010 | Delivery date: 08.11.2022<br>050702173 **INSTALACAO E MONTAGEM DE EQUIPAMENTOS** | 1,000 | UN | 117.560,00 | 117.560,00 |
| 0020 | Delivery date: 08.11.2022<br>050702173 **INSTALACAO E MONTAGEM DE EQUIPAMENTOS** | 1,000 | UN | 47.024,00 | 47.024,00 |
| | Net total | | | | 164.584,00 |
| | Total expenses | | | | |
| | Gross total | | | | 164.584,00 |

**General Terms**
1 - This is not a shipping authorization. Don't ship the goods before receiving the shipping instructions.
2 - The material must be in compliance with the specification mentioned above.
3 - In case the General Terms are not properly followed and Medley is at a loss, the extra costs shall be charged to the supplier.

**Released by: ASYS-CTRL-M em 11.11.2022 09:46:10**

# Purchase Order 4500419350

SAFETY REQUIREMENTS FOR DELIVERY OF GOODS
In order to adapt the necessary conditions for the safety of employees and third parties during the process of receiving materials, procedures have been defined that must be followed by suppliers/transporters during deliveries to our facilities in Santa Geneva.
1. Wear shoes with steel toecaps when the activity includes movements with hydraulic carts.
2. The maneuvers to park vehicles on the platforms will not be guided by the receiving employee, but by the driver's assistant.
3. The leveling ramp can only be operated by SANOFI MEDLEY employees, or those previously authorized.
4. When parking the truck at the dock, the driver must hand over the keys to a receiving employee until the end of unloading, in order to ensure that the truck remains turned off.
5. Start unloading the material only after making sure that the wheel locks have been placed and the vehicle key is in the possession of the receiving employee;
6. For deliveries and handling of chemical products, use the following PPE's below:
- Medium cuff (PVC) gloves;
- Wide vision splash goggles;
- Semi-facial respirator with filter for acidic gases;
- PVC apron;
- Safety shoe.
"All suppliers of chemical products and third-party providers of internal services (third parties that carry out activities within the properties of any SANOFI group company that use chemical products must send the FISPQ/MSDS electronically 3 business days in advance to the Purchasing sector for security industry analysis".
All products delivered on pallets, whether pallets can be returned or are disposable, must contain phytosanitary treatment through a process called Heat Treatment (HT/AQF) in accordance with international regulation ISPM No. aforementioned normative standard. The materials delivered will be checked according to the Standard Operating Procedure CAMP-POP-0568, items in disagreement will be subject to return.
PURCHASE ORDER - TERMS AND CONDITIONS
1. DEFINITIONS
SANOFI MEDLEY FARMACÊUTICA LTDA., a private legal entity organized and existing pursuant to the laws of Brazil, with administrative office in the city of São Paulo, at Avenida das Nações Unidas, 14401, Condomínio Parque da Cidade, Torre Sucupira, CEP 04578-000, duly enrolled with the National Registry of Legal Entities - CNPJ/MF under No. 10.588.595/0012-54 and subsidiaries, hereinafter referred to simply as CONTRACTING PARTY and CONTRACTOR, as defined in the general information field of this Purchase Order, agree as follows.
For the achievement of the specific activities contracted herein, that is, the provision of services/supply of products or equipment, hereinafter defined as PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S), the CONTRACTOR declares that it is and will remain duly qualified and registered with the competent authorities. dies
2. PURPOSE
2.1. The purpose of this Agreement is the achievement of specific activities with the delivery of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) by the CONTRACTOR to the CONTRACTING PARTY, under the commercial proposal agreed between the Parties. The mere fact of proceeding with this PURCHASE ORDER implies that the CONTRACTOR agrees to provide the PRODUCT(S), EQUIPMENT and/or SERVICES(S) object of this PURCHASE ORDER, as the case may be, to the CONTRACTING PARTY, in the specifications, quantities, positions, dates, and places contained in this PURCHASE ORDER. The CONTRACTOR will include with the PRODUCT(S), when applicable, the respective certificates of analysis, as well as other relevant documents, unless otherwise agreed, by Agreement duly formalized in separate writing. The prices and conditions are stipulated in this ORDER AND PURCHASE, and the SERVICE(S) must be fully adequate to what is requested.
2.2. In the event of an agreement signed between the Parties, which deals with the same object of this PURCHASE ORDER and there is a divergence between the clauses contained in these General Conditions and the aforementioned agreement, the terms, conditions, and clauses contained in the agreement signed between the Parties, duly signed by their legal representatives with powers to perform such acts, shall prevail, in any event, considering any contrary provisions contained in these General Conditions ineffective, whose terms and conditions will be complementary to those provided for in the agreement then signed.
3. DURATION
3.1. This PURCHASE ORDER will be valid from the date of acceptance (express or tacit) by the CONTRACTOR and will govern all PURCHASE ORDERS made by the CONTRACTING PARTY to the CONTRACTOR, before or after, even if these clauses are not contained therein, until all obligations arising from them have been fully fulfilled.
4. TERMINATION
4.1. This PURCHASE ORDER may be terminated: (i) by either PARTY, at any time, without any encumbrance and/or application of a fine, indemnity or compensation of any nature, upon prior written notice to the other PARTY, at least thirty (30) days in advance, with the reciprocal settlement of existing obligations; (ii) by either PARTY, at any time, immediately and regardless of notification of any nature, in the following cases:
a. breach of any of the provisions set forth in this Agreement, by either PARTY, of any contractual obligation not remedied within a period of up to three (3) calendar days from the notification sent by the innocent PARTY; b. legal hypotheses, without any encumbrance and/or application of a fine, indemnity or compensation of any nature, but maintaining the reciprocal settlement of existing obligations until the date of the event; c. insolvency, bankruptcy request not rebutted within the legal term, request for judicial or extrajudicial reorganization, declaration of bankruptcy, dissolution or judicial or extrajudicial liquidation of either party or indications of insolvency of any of the PARTIES; d. if the CONTRACTOR does not start, interrupt or abandon the SERVICE(S), even if due to the occurrence of a force majeure event, for more than ten (10) consecutive days, counted from the occurrence of the fact; e. change in the CONTRACTOR's shareholding control that may impact the SERVICE(S); f. immediately and without any possibility of remediation, in case of violation of the provisions of Safety, Occupational Health and Environment, Pharmacovigilance and Quality, Labor Issues, Data Privacy, Confidentiality, and Business Ethics, the CONTRACTING PARTY's Code of Ethics and the public and private sectorial rules of this contractual instrument are included for all legal purposes, in the event that either PARTY performs or is proven guilty of illegal or unethical practices, compromising, at the discretion of the other PARTY, its good name and goodwill; g. in cases of non-compliance with the Service Level Agreement or in the event of non-compliance with the VIRP (Vendor Information Risk Program/cybersecurity) qualifications and criteria, and indemnity and reimbursement for losses and damages suffered by the CONTRACTING PARTY are guaranteed herein.
4.2. In any event of termination, it will be up to the CONTRACTOR to receive only the amounts to which it is entitled until the moment of termination, except if the termination, on the CONTRACTOR's initiative or fault, results in partial fulfillment of the obligation that does not have any benefit to the CONTRACTING PARTY, at its discretion, in which case no amount will be due to the CONTRACTOR. In the event of termination, any amounts advanced by the CONTRACTING PARTY to which the CONTRACTOR is not entitled shall be returned by the CONTRACTOR, with the applicable interest and monetary correction.
4.3. Upon termination of this Agreement, the CONTRACTOR shall return to the CONTRACTING PARTY all documents belonging to the latter that are in its possession.
4.4. In any event of termination of this PURCHASE ORDER, including during the normal course of the contracted period, confidentiality obligations, guarantees, and responsibilities assumed by the PARTIES, as well as other obligations that, due to their nature and/or legal or contractual provision, have a term subsequent to the termination of the Agreement, will remain valid and binding for a period of ten (10) years after the termination of the Agreement.
5. PAYMENTS
5.1. For the execution of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S), the CONTRACTING PARTY will pay the CONTRACTOR the amount indicated in the PURCHASE ORDER and Commercial Proposal.
5.2. The price is fixed and non-adjustable, and all taxes and necessary costs related to the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) are included in the price, including but not limited to equipment and consumables, transportation, including fuel, tools, labor, food, accommodation and subsistence allowance for the personnel involved, wages, hazard pay, unhealthy work and related charges, including those of a labor, social security, insurance, tax, civil or commercial nature, accommodation, personal protective equipment (PPE) and collective protection equipment (CPE), maintenance expenses, insurance of any kind, shipment, transport, displacement, unloading of materials, equipment, and tools supplied by the CONTRACTOR, as well as any and all direct or indirect expenses, benefits, profit, and other charges levied on the Services.
5.3. The payment term will be ninety (90) days from the date of receipt of the tax documents, always on the first working Wednesday after the due date. In the event that the due date does not coincide with a Wednesday and, in the event that the Wednesday coincides with a holiday, according to the banking calendar issued by the Central Bank of Brazil, the due date(s) of the invoice(s) will be automatically postponed to the next following Wednesday, without any charges or penalties, including, but not limited to, fines, interest, and eventual monetary adjustment.
5.4. In the event of a delay in the delivery of the aforementioned Invoice(s), the payment term will be extended in the same proportion, without any encumbrance and/or fine.
5.5. Late payment will submit the CONTRACTING PARTY to the payment of a daily fine of zero point zero thirty-three percent (0.033%), limited to two percent (2%) of the amount in arrears.
5.6. Taxes and charges, actual or future, charged on this Agreement, will be the full responsibility of the PARTY defined by law as a taxpayer.
5.7. The payment referred to in this clause will be made directly to the CONTRACTOR. Therefore, the bank discount of securities related to amounts to be paid by the CONTRACTING PARTY as a result of this Agreement will not be allowed.
5.8. At any time, if there is evidence that the CONTRACTOR is not complying with its labor and/or social security obligations related to its employees involved in the performance of this PURCHASE ORDER, the payment agreed herein may be suspended, and, once the effective fulfillment of these obligations is evidenced, the referred payment will be immediately resumed.
5.9. In every order, invoice, correspondence, and any other instrument, the number of this PURCHASE ORDER and the CONTRACTOR's code must appear, without exception, under penalty of not being given course, especially with respect to payments related to them.
5.10. The corresponding invoice must be delivered to the CONTRACTING PARTY in the legal form, upon delivery of the PRODUCT(S) and/or EQUIPMENT and/or the provision subsequent to said dates; always under the care of the CONTRACTING PARTY's RECEPTION CENTER, at the address described in the PURCHASE ORDER as the billing location.
5.11. The CONTRACTING PARTY will only make payments upon delivery of the applicable tax document and any documents that may be necessary to make the payment. Payments made by the CONTRACTING PARTY will be considered, in all cases, as definitive and will not result in any difference or adjustment after the payment made in relation to the SERVICE and/or PRODUCT and/or EQUIPMENT. Any and all written remarks to the contrary that are included in invoices, receipts, and/or any other type of documentation, and their receipt by the CONTRACTING PARTY cannot be understood, in any case, as acceptance of such fact, nor as a modification of the terms and conditions of this PURCHASE ORDER.
5.12. In the cases where the payment condition stipulates the advance of amounts by the CONTRACTING PARTY to the CONTRACTOR, the latter undertakes, as guarantee for the non-delivery of the PRODUCTS/EQUIPMENT/SERVICES, to deliver to the CONTRACTING PARTY, within a maximum period of ten (10) days prior to the payment to be made by the CONTRACTING PARTY, bank-issued guarantee, surety bond or other guarantee agreed between the parties, always with first-rate banks, that is, those considered by the Central Bank in category S1 and pre-approved by the CONTRACTING PARTY, in the amount of the advance to be made by the CONTRACTING PARTY, as specified in the PURCHASE ORDER. The guarantee must remain valid until the actual delivery of the PRODUCTS and/or EQUIPMENT and/or SERVICE or until the date eventually agreed between the PARTIES and included in the "Remarks" field in the body of the PURCHASE ORDER. The aforementioned guarantee may be executed by the CONTRACTING PARTY at any time, provided that the CONTRACTOR does not meet the deadline for delivery of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) or that the latter are defective and the CONTRACTOR does not take the appropriate measures, under the terms of this PURCHASE ORDER.
5.13. The CONTRACTING PARTY should not make payments via bank payments slips. Payments will be made via bank deposit according to the information registered. The Service Invoice must be sent to our Invoice Reception Center (nfs.sanofibrasil@sanofi.com) immediately after it is issued. The delay in sending and receiving it may affect the payment process, which will be postponed for the same period.
5.14. For goods, the XML file must be sent immediately to nfe.sanofibrasil@sanofi.com, even before delivery, which must also be done shortly after delivery.
5.15. No correction letters will be accepted. Any discrepancies will result in the necessary cancellation of the divergent Invoice and the need to issue a new Invoice, the payment of which will be the full responsibility of the CONTRACTOR.
6. RESPONSIBILITY
6.1. The CONTRACTOR guarantees the quality of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) that it will provide, and will be obliged to replace them within a maximum period of five (05) days, counted from the receipt of communication from the CONTRACTING PARTY, when one of the following situations occur: a) that the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) are incompatible, do not exactly match, or are outside that on the packaging of the PRODUCT(S) the expiration date of those that have it or that, by their nature, should present it; c) that the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) present that the CONTRACTING PARTY may reasonably consider that the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) will not adequately fulfill their natural purpose. In the event that the CONTRACTOR does not replace the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S), in such a way as to satisfy the CONTRACTING PARTY's requirements, the latter reserves the right to return the PRODUCT(S) and/or EQUIPMENT, in which case the CONTRACTOR shall return to the CONTRACTING PARTY the amount already paid within five (05) days, under penalty of late payment interest of one percent (1%) per month, in addition to the incidence of a fine of ten percent (10%) and monetary adjustment based on the variation of the General Price Index - Market, published by FGV or, in its extinction, by the index that will replace it. The same will occur in relation to the SERVICE(S) that are provided in a deficient manner or that do not comply with the reasonable requirements of the CONTRACTING PARTY and which, therefore, may be rejected.
6.2. In the event of a total or partial return of the PRODUCT(S) and/or EQUIPMENT, the CONTRACTOR is obliged to bear all obligations and expenses resulting from such fact, including, but not limited to, taxes, insurance, storage, and freight.
6.3. Transport, insurance, and packaging costs, including, but not limited to, cases of replacement or return of goods, unless expressly stipulated in writing to the contrary, will be exclusively for the account and responsibility of the CONTRACTOR, which assumes the costs and expenses of transport and conservation of the goods until it is effectively delivered to the CONTRACTING PARTY.
6.4. The CONTRACTOR will be responsible for itself and the personnel employed in relation to the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S), and will be obliged to immediately indemnify any damage caused, directly or indirectly, to the CONTRACTING PARTY, to its employees, agents or any third parties related to it.
6.5. The CONTRACTOR will be regressively liable to the CONTRACTING PARTY in any action that it may respond to third parties, as a result of obligations that, by virtue of this agreement, the CONTRACTOR should observe, endeavor, comply with, and/or honor, and the CONTRACTOR undertakes to accept its impleader. However, will be free to provide the defense it has against the respective action.
6.6. The CONTRACTOR undertakes to carry out its activities using specialized professionals, and will be fully and exclusively responsible for the full compliance with all legislation that governs legal transactions and that assigns responsibilities to it, with emphasis on tax, civil, social security and labor, obliging itself to reimburse the CONTRACTING PARTY, within five (5) calendar days of the actual payment, all expenses that it has, arising from: (i) judicial recognition of the employment relationship of its employees with the CONTRACTING PARTY or with any other company of the same economic group; (ii) judicial recognition of solidarity or subsidiarity of the CONTRACTING PARTY or any other company of the same economic group towards the CONTRACTOR in the fulfillment of its obligations, in particular, but not limited to, labor or social security obligations; (iii) compensation, including to third parties, as a result of any damages caused by the CONTRACTOR or its agents in the performance of its activities; or, (iv) any damage, breakdown or disablement of objects or equipment, including buildings or facilities, if proven to be caused by employees or agents of the CONTRACTOR.
6.7. In cases where the purpose of this PURCHASE ORDER is the sale of EQUIPMENT by the CONTRACTOR to the CONTRACTING PARTY, the CONTRACTOR guarantees to the CONTRACTING PARTY that said EQUIPMENT will comply the respective documentation and will be free from defects. If the CONTRACTING PARTY notifies the CONTRACTOR about the existence of any defect in the EQUIPMENT, within the warranty period stipulated in the technical proposal presented by the CONTRACTOR and accepted by the CONTRACTING PARTY, it is the exclusive obligation of the CONTRACTOR, without any cost to the CONTRACTING PARTY, to replace the EQUIPMENT(S) or repair them for the perfect correction of the defect verified, within a maximum period of five (05) calendar days from the date of receipt of the respective notification.
7. INSURANCE
7.1. The CONTRACTOR is solely and exclusively responsible for the PRODUCT(S) and/or

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EQUIPMENT and/or SERVICE(S) made available, obliging itself to contract and maintain in force the competent insurance policy appropriate to the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) contracted herein.
8. FORCE MAJEURE
8.1. None of the PARTIES mentioned in this document will be liable or legally obligated to the other PARTY, provided that the event is characterized as Force Majeure. For the purposes of this Agreement, Force Majeure is defined as proven causes beyond the reasonable control of the PARTIES, including, but not limited to, acts, regulations or laws of any government, war, civil commotion, destruction of production facilities or materials by fire, earthquake, storm, labor disturbances (whether or not the affected Party is able to negotiate such disturbance), pandemic/epidemic, with the exception of Covid-19, failure of suppliers, utilities or common carriers. The affected PARTY shall (i) immediately inform the other PARTY, in writing, of the occurrence of the Force Majeure Event and (ii) use all efforts to eliminate, remedy or overcome the Force Majeure Event and resume performance under this Agreement as soon as possible. If a Force Majeure Event continues for a period of six (6) months from its occurrence, the PARTIES agree to negotiate in good faith in order to: (i) resolve the Force Majeure Event, if possible, (ii) extend the period to remedy, eliminate or overcome it, or (iii) terminate this Agreement.
9. AUDIT AND INSPECTION
9.1. Upon prior notice of ten (10) days, the CONTRACTOR shall allow the CONTRACTING PARTY's representatives or its contractors to enter its facilities, during working hours, in order to carry out audits and/or technical and quality visits, including the audit of facilities, documents, procedures, and processes involved in the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) contracted herein. Any failures may be considered by the CONTRACTING PARTY as a breach of this PURCHASE ORDER.
Failures identified during the audit or during the supply/service contracted herein shall be resolved by the CONTRACTOR immediately and within a maximum period of ten (10) days from the notification for this purpose. Failure to remedy/implement the remediation plan will cause the immediate termination of this PURCHASE ORDER by the CONTRACTING PARTY's sole decision, without payment of any amounts by the CONTRACTING PARTY to the CONTRACTOR.
9.2 The CONTRACTOR will allow the inspection of its processes, documents, and facilities by or on behalf of any relevant regulatory authority and will keep available the necessary resources to meet the requests made by the inspectors.
9.2.1 The CONTRACTOR will be informed about regulatory inspections carried out at the CONTRACTING PARTY, as long as they are related to the contracted services. The CONTRACTOR will cooperate with the CONTRACTING PARTY as necessary to provide timely responses to any questions that may arise during the inspection.
9.2.2 The CONTRACTOR shall contact the CONTRACTING PARTY promptly, if it receives regulatory inspections related to any service within the scope of the contract. During the inspection, the CONTRACTING PARTY will be informed of the details of the inspection's progress.
9.2.3 The Parties expressly agree that the CONTRACTING PARTY, its representatives and any government agency are guaranteed the right to audit all data, records, and products of the CONTRACTED PARTY related to the performance or quality of the activity in this Purchase Order.
10. CONFIDENTIALITY
10.1. The CONTRACTOR undertakes, by itself, its employees, subcontractors and/or agents, to maintain the most complete and absolute confidentiality of any data, materials, details, information, documents, technical or commercial specifications, innovations or improvements of the CONTRACTING PARTY that it may have knowledge or access to, or that may be entrusted to it, under this PURCHASE ORDER, whether they are of interest to the CONTRACTING PARTY or third parties, and may not disclose, reveal, reproduce, use or make them known to third parties, outside this agreement. The CONTRACTOR is also responsible for the repair of damages arising from the obligation assumed herein. This obligation will last during the term of this Agreement and survives its termination, for a period of ten (10) years.
10.2. Notwithstanding the foregoing, Confidential Information will not be considered to be those that: a) were regularly and legitimately available to the other PARTY prior to the signing of this instrument; b) were already in the public domain at the time of disclosure to the other party or that will fall into the public domain without any action or fault on the part of the receiving PARTY; c) have been made available to the PARTIES by a third party that does not have any obligation of secrecy with the holders in relation to the Confidential Information; d) will have to be disclosed to the extent strictly necessary to comply with a valid judicial or administrative order; and e) is developed separately by one of the PARTIES regardless of any intervention or contribution of the other PARTY.
11. INTELLECTUAL PROPERTY
11.1. The CONTRACTOR hereby declares that the intellectual property rights arising from the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) provided by the CONTRACTOR to the CONTRACTING PARTY, including, but not limited to, the modalities of law provided for in the list of Article 29 of Law No. 9,610/98, shall be the full and exclusive property of the CONTRACTING PARTY, and the CONTRACTING PARTY may make use of it in the way it wants, without any temporal or territorial limitation, and may even re-edit, adapt, introduce modifications, change, publish, and reproduce, and it is also allowed, at any time, to transmit to third parties, by assignment or concession, the rights, total or partial, of economic use of the referred materials.
11.2. The CONTRACTOR shall not use, except with the prior and express written consent of the CONTRACTING PARTY, any patent, name, brand, logo, trade dress or symbol, copyright, or any other intellectual property right owned or held by the CONTRACTING PARTY, and/or its customers and suppliers, nor make any statement or reference that indicates the existence of any contractual or business relationship between the Parties in addition to the provisions of this Agreement, respecting and permanently enforcing the CONTRACTING PARTY's intellectual property rights, including, but not limited to, its Trademarks, its industry and business secrets, patents, trade dress, copyrights, but not limited to.
11.3. The CONTRACTOR shall ensure that the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) do not infringe any trademark rights, copyright or trade secrets, or any other intellectual property rights, and be responsible for the damages, as provided for in this Agreement.
11.4. The CONTRACTING PARTY, as the owner of the intellectual property rights, may promote any and all records that are possible and admitted to protect those rights. The CONTRACTOR is obligated to obtain all releases, licenses, permissions, and other authorizations to use photographs, materials, artwork or any tangible property or copyright belonging to third parties, for the performance of the Services under this Agreement, and, therefore, for the creation, elaboration, and production of the material under this Agreement, and shall keep the CONTRACTING PARTY safe from all claims and demands related to it and their respective expenses, obligations, processes, and inquiries against or involving the CONTRACTING PARTY as a result of their use.
12. EXECUTION OF THE PURCHASE ORDER
12.1.1. For the specific purpose of assessing what is the reasonable margin of difference, in quantity, for requests for goods, maximum limit of one percent (1%) of the original order is hereby established, unless otherwise stated in the "Remarks" field of the PURCHASE ORDER. Amounts of any differences verified will be compensated with amounts pending payment or refunded, if payment has already been made.
12.1.2. For the supply of printed materials, the CONTRACTOR shall commit to the de-characterization and consequent destruction of any existing leftovers, either from the industrial process or from inventory. The CONTRACTOR is also responsible for the final destination of the industrial waste generated by this destruction process, with due compliance with environmental and reverse logistics laws.
12.2 The CONTRACTOR's exclusive obligations, among others provided for in this PURCHASE ORDER:
(i) provide the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) under the exact terms, deadlines, and other conditions agreed in this document, as well as respect the service levels required by the CONTRACTING PARTY and under the quality standards and forms of presentation determined by the CONTRACTING PARTY;
(ii) observe and comply with and make its employees, agents or representatives obey and comply, during the execution of the Services, with all legislation applicable to the species, whether federal, state or municipal, as well as all determinations and resolutions of the competent public administration authorities and other supervisory entities, will be solely and fully responsible for any and all encumbrances arising from non-compliance with these precepts;
(iii) be responsible for the competent and timely collection of all contributions and other taxes charged on this service provision;
(iv) whenever requested, provide the CONTRACTING PARTY with copies of documents that evidence the fulfillment of its tax, labor, and social security obligations.
(v) indemnify the CONTRACTING PARTY for any claim or penalty resulting from the failure to comply with its obligations and duties towards its agents and/or employees;
(vi) make its employees to obey all the CONTRACTING PARTY's internal rules and regulations;
(vii) use, in the execution of this PURCHASE ORDER, only employees in good standing regarding the employment relationship, with the necessary technical knowledge, duly and continuously trained, and qualified to perform the SERVICES, as well as the necessary and compatible tooling, vehicles, and equipment for this purpose;
(viii) redo, bearing with all resulting costs, the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) not accepted by the CONTRACTING PARTY when performed in disAgreement with the CONTRACTING PARTY's instructions and/or the provisions herein;
(ix) comply with all technical guidelines provided by the CONTRACTING PARTY;
(x) not incur expenses and/or enter into an Agreement and contract on behalf of the CONTRACTING PARTY;
(xi) provide, whenever requested by the CONTRACTING PARTY and if applicable, any documents proving labor and social security obligations, required or that may be required by law, arising from the execution of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S);
(xii) not to use, except with the prior and express written consent of the CONTRACTING PARTY, any name, brand, logo or symbol owned by the CONTRACTING PARTY and/or its customers and suppliers, nor make any statement or reference that indicates the existence of any contractual or business relationship beyond the provisions of the Agreement;
(xiii) when agreed, provide the CONTRACTING PARTY, at the end of the work, with copies of all documents referring to the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) that have been produced or provided by the CONTRACTOR, in their final forms, submitting, to the extent requested, a detailed report of the work performed during the entire term of the Agreement entered into between them;
(xiv) ensure that the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) do not infringe any trademark rights, copyright or trade secrets, and be responsible for the damages, as provided for in this Agreement.
(xv) respect and comply with all legal or regulatory provisions applicable to environmental protection, waste transport, healthy and sanitary surveillance, and consumer protection contained in this Agreement and in any federal, state, municipal or disciplinary law, decree or regulation, as well as guarantee the quality and efficiency of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S);
12.2.1. The CONTRACTOR, or its successor in any capacity, undertakes to fully comply with all applicable legislation in force. The CONTRACTOR undertakes not to make available for the services personnel who have worked as an employee of the CONTRACTING PARTY, under the regime of the Consolidation of Labor Laws - CLT, in the last twenty-four (24) months from the termination of the employment contract of the former employee of the CONTRACTING PARTY, under penalty of termination with cause of this contracting and without prejudice to other possible legal measures. The CONTRACTOR shall also comply with, in particular, but not limited to, all Labor and Social Security legal rules and regulations. In addition, if the CONTRACTOR develops tasks that involve the presence of its personnel at the CONTRACTING PARTY's headquarters, it must ensure that its personnel comply with all of the CONTRACTING PARTY's internal rules and regulations, both in terms of their operation and the current security measures.
12.5. The body of the Service Invoice must contain the Purchase Order number, as well as a brief description of the contracted service, which must be in line with that contained in the Purchase Order. Inaccurate data between the Invoice and the Purchase Order will result in the rejection of the Invoice and the necessary request to the requester to make or request the necessary adjustments.
12.4. The PARTY that violates any provision of this Agreement will be subject to the payment of a fine equivalent to ten percent (10%) of the total value of the Agreement, and the non-breaching PARTTY is entitled to consider this Agreement terminated and to claim damages and losses arising from the breach. The fine provided for in this clause is not of a compensatory nature and its payment will not prevent the non-breaching PARTY from claiming the compensation due for losses and damages arising from the breach of any obligations assumed by the breaching PARTY in this Agreement and not fulfilled.
12.4.1. This penalty will not apply in the event of late payment, in which case the specific fine will apply.
12.5. The CONTRACTOR shall comply with and ensure that its personnel and subcontractors comply with the information security provisions and quality measures currently set out at https://suppliers.sanofi.com/en/standards-and-procedures, as amended by the CONTRACTING PARTY from time to time. Such terms are hereby incorporated by reference and the Parties expressly undertake to comply with them.
12.6. The CONTRACTOR must communicate to the CONTRACTING PARTY any Pharmacovigilance data informed to a professional of the CONTRACTOR due to their activity in this Agreement. The CONTRACTOR shall arrange for the information to be sent immediately or, at the latest, on the next business day from the moment of knowledge of the information, through the electronic address pharmacovigilancia.brasil2@sanofi.com or by telephone 0800 703 0014.
Said communication must be made, preferably, in writing to the CONTRACTING PARTY. The date on which the case was identified by the CONTRACTOR must be indicated in the email.
The following information must be provided in relation to each adverse event:
o Reporter's data (name, address, telephone, e-mail);
o Patient data (initials, date of birth);
o Active contact authorization;
o Description of the adverse event;
o Sanofi product involved and presentation;
Missing information must not prevent data from being sent to the CONTRACTING PARTY.
12.6.1. The terms used in this Agreement shall have the following meaning:
a. The "Adverse Event" or "AE" shall mean any undesired medical occurrence experienced by a patient during treatment with a product covered by this Agreement, without necessarily having a causal relationship with such treatment. Therefore, an Adverse Event can be any unfavorable and unintended sign (including an abnormal laboratory finding, for example), symptom, or illness temporally associated with the use of such a product, regardless of whether or not it was considered related to that product.
b. "Incident" shall mean any defect or deterioration in the characteristics and/or performance of a correlate (medical device/health article) covered by this Agreement, as well as any inadequacy in the leaflet or instructions for use of that, correlate that, directly or indirectly, may cause (or may have caused) the death of a patient, user or other persons, or cause serious deterioration in their state of health.
c. "Serious" shall mean, used in connection with events, reactions, and experiences, any undesired medical occurrence which at any dose results in death, poses an immediate threat to life, requires hospitalization or prolongation of existing hospitalization, results in persistent or significant disability or represent a congenital anomaly/birth defect.
d. "Pharmacovigilance" or "FV" includes the concepts of Cosmetovigilance, Nutrivigilance, and Technovigilance, as applicable to the product covered by this Agreement.
and. "Pharmacovigilance Data" or "FV Data" shall mean any adverse event (serious or not) or any of the following special situations (with or without associated adverse events):
o Any report of misuse;
o Any medication error;
o Any incident;
o Any unapproved/off-label use (intentional use outside the label indications);
o Any overdose (intentional or not);
o Any drug abuse/dependence/addiction (withdrawal syndrome);
o Any lack of therapeutic efficacy;
o Any drug exposure during pregnancy or exposure of the child during breastfeeding or at the time of conception (whether male or female);
o Any occupational exposure (unintentional exposure during work);
o Any accidental exposure;
o Any unexpected beneficial effect;
o Any suspected transmission of infectious agents;
o Any suspected interaction involving the active ingredients or their metabolites.
12.7. The CONTRACTOR shall ensure the quality and compliance of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S), which must be free of any defects and comply with the CONTRACTING PARTY's needs, policies, directives, instructions or applicable trainings. In case of any deviation, failure or error, the CONTRACTOR shall, at the CONTRACTING PARTY's discretion, correct/complement/exchange or remake the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) or return the full amount to the CONTRACTING PARTY, plus interest and monetary adjustment applicable to each case, without prejudice to other applicable measures.
12.7.1. The CONTRACTOR guarantees that it will adopt the best technique available for the execution of services and/or supply ofPRODUCTS/EQUIPMENT, using qualified and duly qualified personnel, and it is prohibited from using or maintaining commercial relationships with other organizations that use child

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labor, irregular adolescent labor, or forced labor, outside the labor legislation in force or Law No. 8,069 of July 13, 1990 - Brazilian Statute of the Child and Adolescents.
12.8 Deliveries related to the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) shall be carried out by the CONTRACTOR, at its expense, to the CONTRACTING PARTY, according to the negotiation carried out between the Parties.
13. ADDITIONAL PROVISIONS
13.1 Pursuant to this article, the Parties agree that the terms "Personal Data", "Controller", "Processor", "Processing", "Applicable Data Protection Law", "Services", and "Order" will have the meaning given to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in these Terms and Conditions or, as the case may be, in applicable law (Law 13,709/18 ("LGPD") and guidelines of the Brazilian National Data Protection Authority ("ANPD")). Each PARTY shall, with respect to its respective Processing activities for which it acts as Controller, comply with its own obligations under the Applicable Data Protection Law. The Parties agree that, for the purpose of executing the Order under these General Terms and Conditions, the CONTRACTOR does not process Personal Data on behalf of the CONTRACTING PARTY. However, to the extent that the CONTRACTOR processes any Personal Data on behalf of the CONTRACTING PARTY within the scope of the PURCHASE ORDER or if the CONTRACTOR identifies the fact that, during the execution of the PURCHASE ORDER, the CONTRACTOR is processing personal data on behalf of the CONTRACTING PARTY (in this case, the CONTRACTOR shall immediately inform the CONTRACTING PARTY), such Processing will be governed by the terms of the Data Processing Agreement currently available at the following address and as amended by the CONTRACTING PARTY from time to time:
https://www.sanofi.com.br/pt/politica-de-privacidade. Such terms are hereby incorporated by reference and the Parties expressly undertake to comply with them. When the execution of the PURCHASE ORDER under the Terms and Conditions benefits the CONTRACTING PARTY's affiliates, either directly or through the signing of any relevant documentation (e.g., statement of work, purchase order etc.), the Parties expressly agree that each affiliate of the CONTRACTING PARTY will be considered as a Controller independently in its own right.
13.1.1. The CONTRACTOR undertakes, by itself, its employees, subcontractors and/or agents, to maintain the most complete and absolute confidentiality about the Personal Data that it becomes aware of or accesses, or that may be entrusted to it, due to this Agreement, whether they are of interest to the CONTRACTING PARTY or third parties, and may not disclose, reveal, store, reproduce, use or make them known to third parties, outside this Agreement.
13.1.2. The CONTRACTOR shall adopt technical security measures to protect the data from: access by third parties, destruction, alteration, use for illicit purposes, and activities that are considered a violation of the Data Subject's privacy. In the event of any of the above hypotheses, the CONTRACTOR shall inform the CONTRACTING PARTY within 24 consecutive hours from the moment of knowledge of the fact.
13.1.3. The CONTRACTOR is fully and separately responsible for the repair of direct and indirect damages arising from the obligations assumed herein. These obligations will last during the term of this Agreement and survive its termination, for an indefinite period.
13.1.4. At the end of the Agreement, the CONTRACTOR shall contact the CONTRACTING PARTY to return the data, according to specifications to be determined at the time of termination or, as instructed by the CONTRACTING PARTY, delete the personal data that may have access in its databases.
13.2 Global Compact. Sanofi is a member of the Global Compact established by the United Nations (https://www.unglobalcompact.org) and is committed to upholding and enforcing certain fundamental principles in the areas of human rights, working conditions, the environment, and anti-corruption. Relations with the CONTRACTING PARTY at the time of any Order depend on the CONTRACTOR's respect for these same principles, as well as any specific code of conduct that implements such principles by the CONTRACTING PARTY, such as the Sanofi Supplier Code of Conduct (https://suppliers.sanofi.com/-/media/Project/OneSanofi-Web/Websites /Global/Sanofi-Suppliers-COM/fr/Sanofi-Supplier-code-of-conduct.pdf) and the Sanofi Code of Ethics (http://www.codeofethics.sanofi/). The CONTRACTOR undertakes to respect these principles and/or codes of conduct during the execution of the Order and to establish sufficient internal procedures, tools, and measurement indicators necessary to ensure compliance with these principles. It authorizes the CONTRACTING PARTY to assess their effectiveness, by itself or through a third PARTY approved by both Parties.
13.2.1. Conflict of interests. The CONTRACTOR represents on the date of receipt of the Order Form formalizing the Order, there is no conflict of interest (hereinafter "Conflict of Interests") that affects or may affect the performance of the Service(s) or the supply of the Goods due to these conflicting interests with their due performance to the detriment of the CONTRACTING PARTY's interests. In addition, the CONTRACTOR undertakes to state any Conflict of Interest that arises during the execution of the Order. In this case, the CONTRACTING PARTY shall be entitled to exercise its right to terminate under the conditions provided for in the General Purchase Conditions. Transparency. In the case applicable to the CONTRACTOR, the CONTRACTING PARTY will make public the existence of this Order together with any amounts of costs paid under the Order under the legal and regulatory provisions in force regarding the transparency of personal connections.
13.2.2. Restricted Parts Screening. The CONTRACTOR must comply with any and all applicable commercial regulations (including, but not limited to, those on embargo and embargoed countries) and shall take all necessary measures not to work with entities or individuals that are under any sanctions (national or international) and restrictions similar to the lists.
13.2.3. Conflict minerals. The CONTRACTOR will not use and will not allow any (a) cassiterite, columbite-tantalite, gold, wolframite or tantalum, tin or tungsten ("initial conflict minerals") derivatives originating in the Democratic Republic of Congo ("DRC") or an adjacent country to be used, or (b) any other mineral or its derivatives determined by the Secretary of State to be a financing conflict, pursuant to Section 13p of the Securities and Exchange Act of 1934 ("Additional Conflict Minerals", and with the Initial Conflict Minerals, "Conflict Minerals"), in the manufacture of any Product that is implied in the execution of the Order. Notwithstanding the foregoing, if the CONTRACTOR uses or determines that it has used a Conflict Mineral in the manufacture of any of these PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S), the CONTRACTOR shall immediately notify the CONTRACTING PARTY, and such notification shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether Conflict Mineral appears in any amount in the PRODUCT(S) (including traces) and a valid and verifiable certificate of origin of the Conflict Mineral used. The CONTRACTOR must be able to demonstrate that it has carried out a reasonable investigation of the country of origin and a due diligence process in relation to the preparation and delivery of the certificate of origin.
13.3. Under this PURCHASE ORDER, no employment relationship is established between the CONTRACTING PARTY and the personnel used, employed, subcontracted or third parties related to the CONTRACTOR, and the CONTRACTOR shall be responsible for all labor, insurance, social security, and tax responsibilities, including those resulting from changes in the legislation in force, in relation to its employees and/or subcontractors involved in the execution of this PURCHASE ORDER, directly or indirectly linked to the CONTRACTOR. The CONTRACTOR shall expressly request the exclusion of the dispute and procedural replacement of the CONTRACTING PARTY, or any other company of the same economic group, in the case of judicial or administrative demands, as well as reimburse the CONTRACTING PARTY, within five (5) business days, for any expenses that it has been required to pay as a result of labor claims, various lawsuits and administrative proceedings of any nature, including those related to accidents at work, promoted by the people mentioned in this Clause, and all amounts must be duly corrected based on the IGPM/FGV or, in its extinction, by the index that will replace it, from the date of disbursement by the CONTRACTING PARTY to the date of payment by the CONTRACTOR.
13.3.1. The CONTRACTOR shall, when applicable, expressly comply with the provisions of social security legislation, undertaking to forward its Invoices with due emphasis on the amounts of labor and materials, enabling the CONTRACTING PARTY to make the social security payment provided for in the relevant legislation.
13.3.2. The inaccuracy, error and/or untruth found in the information provided by the CONTRACTOR, related to the applicable legislation, which give rise to assessments and/or legal actions against the CONTRACTING PARTY, shall be the entire responsibility of the CONTRACTOR, which undertakes to reimburse the CONTRACTING PARTY for all amounts possibly expended by it as a result of these events, within forty-eight (48) hours of the CONTRACTING PARTY's communication.
13.3.3. The CONTRACTOR shall, when applicable, expressly comply with the provisions of social security legislation, undertaking to forward its Invoices with due emphasis on the amounts of labor and materials, enabling the CONTRACTING PARTY to make the social security payment provided for in the relevant legislation.
13.3.4. The falsity, inaccuracy and/or errors found in the information provided by the CONTRACTOR, related to the applicable legislation, which give rise to assessments and/or legal actions against the CONTRACTING PARTY, shall be the entire responsibility of the CONTRACTOR, which undertakes to reimburse the CONTRACTING PARTY for all amounts possibly expended by it as a result of these events, within forty-eight (48) hours of the CONTRACTING PARTY's communication.
13.3.5. The CONTRACTOR shall provide the CONTRACTING PARTY with all documents requested by the latter within the period contained in the respective request, including, but not limited to, proof of payment of taxes inherent to the object of this PURCHASE ORDER.
13.3.6. The CONTRACTOR will be responsible for itself and the personnel employed for the performance of the contracted services, and will be obliged to immediately indemnify any damage caused, directly or indirectly, to the CONTRACTING PARTY, its employees, agents or any third parties related to it.
13.3.7. The CONTRACTOR shall indemnify the CONTRACTING PARTY for any claim or penalty resulting from the failure to comply with its obligations and duties towards its agents, employees and/or contractors.
13.4. The CONTRACTOR is obliged to follow all rules, laws, regulations, and policies applicable to topics related to the environment, reverse logistics, and related topics, and will be solely and exclusively responsible to regulatory authorities.
13.5. Regulated Health Activities. When the PURCHASE ORDER is related to any activity subject to the regulation of Good Laboratory Practices (GLP), Good Clinical Practices (GCP), Good Pharmacovigilance Practices (GVP), Good Distribution Practices (GDP), Good Manufacturing Practices ( GMP), and any other regulated health activities or subject to health surveillance, the CONTRACTOR shall maintain and periodically update a Quality System, in order to demonstrate the capacity and knowledge necessary to comply with operational, quality and data integrity criteria, defined and by the CONTRACTING PARTY.
13.5.1 The CONTRACTOR must notify the CONTRACTING PARTY of any non-compliance with health regulations, Good Practices, fraud, or serious misconduct.
13.5.2 The CONTRACTOR shall communicate to the CONTRACTING PARTY any Technical Complaint information related to the CONTRACTING PARTY's products, known because of the PURCHASE ORDER. The information must be sent, preferably, in writing, through the electronic address to sac.brasil@sanofi.com, immediately or, at the latest, on the next business day from the moment of knowledge of the information. The CONTRACTOR shall implement additional measures to ensure data control and integrity (e.g. monitoring, reconciliation) when determined by the CONTRACTING PARTY.
13.5.3 The CONTRACTOR must file the training, procedures, and other quality documents, with the evidence available in any audit or inspection. In case of team changes, document the transition of knowledge, files, and training to the successor, in order to guarantee the quality and continuity of the business and the quality of services.
14. GENERAL CLAUSES
14.1. The CONTRACTOR may NOT assign or transfer the rights and obligations arising from this PURCHASE ORDER without the prior written consent of the CONTRACTING PARTY. The assignment made without the prior and express authorization of the CONTRACTING PARTY will be considered null, for all legal purposes and effects.
14.2. The subcontracting of the PRODUCT(S) and/or EQUIPMENT and/or SERVICE(S) by the CONTRACTOR will only be allowed with the prior written authorization of the CONTRACTING PARTY.
14.2.1 Upon authorization expressly authorized by the CONTRACTING PARTY for subcontracting, the CONTRACTED PARTY remains solely and exclusively responsible for the performance and quality of the PRODUCT(S) and/or EQUIPMENT(S) and/or SERVICE(S) and for the training of subcontractors, committing to provide the necessary evidence to the CONTRACTING PARTY, when requested.
14.3 The CONTRACTOR undertakes to comply with all applicable national and international laws and regulations in terms of preventing and combating corruption and influence peddling. This commitment must be extended, by the CONTRACTOR, to all third parties to whom the CONTRACTOR may subcontract all or part of the Order. The CONTRACTOR undertakes never to offer any amount of money, gifts, loans, rebates or valuables to Sanofi employees.14.3.1. The CONTRACTOR agrees to guide all its activities in relation to the execution of this PURCHASE ORDER in accordance with the rules contained in the Code of Ethics of the SANOFI group, available on www.sanofi.com.br and also declares that, in relation to the fulfillment of this PURCHASE ORDER, (a) it does not use or maintain commercial relationships with other organizations that use child labor, irregular work of adolescents, forced labor/slave labor practices or in any way outside the labor legislation in force or that violate Law No. 8,069 of July 13, 1990 - Brazilian Statute of the Child and Adolescents; (b) it does not employ or maintain commercial relationships with other organizations that employ minors under eighteen (18) years of age; (c) it does not employ a minor apprentice in places that are harmful to their education, physical, psychological, moral, and social development, as well as in dangerous or unhealthy places and services, at times that do not allow school attendance and also at night time; (d) it does not carry out or maintain commercial relations with other organizations that carry out any discrimination practices, in any sphere of activity, related to reasons of: sex/sexual orientation, origin, race, color, physical condition, religion, marital status, age, family situation or pregnancy status; (e) it performs its activities pursuant to the environmental legislation in force regarding the Brazilian National Environmental Policy, as well as the legal, regulatory, and administrative acts related to the environmental area and related, emanating from the Federal, State, and Municipal spheres; (f) it complies with all other applicable laws and rules, such as antitrust and unfair competition, intellectual property, labor, tax, accident, social security, civil and criminal laws in the scope of service provision, as well as that it has and will submit, whenever necessary and requested, the documents required by current legislation.
14.3.2. The PARTIES represent that, with respect to the obligations assumed in this PURCHASE ORDER, the CONTRACTING PARTY upon issuing it and the CONTRACTOR upon accepting it, expressly or tacitly, that they will not practice any acts that may violate any law of any place where the services are provided. The PARTIES further guarantee that they will not pay, nor promise to give anything of value, in any capacity, directly or indirectly, to any government official, member or employee of any political PARTYand/or person exercising a public function, for influencing an action or decision of the same that may interfere with obtaining or retaining business and/or advantages for any entity, its parent companies, subsidiaries, affiliates, and/or any associated companies.
14.3.3. The Parties guarantee, for themselves and for their partners, directors, employees and representatives, or any person associated with them or acting on their behalf, that (i) they have not been convicted of any crime involving fraud or corruption; (ii) they are not included in the lists maintained by any government or governmental authority (such as lists maintained by Brazilian government authorities, the United Nations or the World Bank) as persons convicted of acts of administrative impropriety, impeded, suspended or proposed to be suspended or prevented, or otherwise ineligible to participate in public procurement programs; and (iii) they have not violated any internal accounting controls; (iv) they have not falsified any book or accounting record; and (v) they have not concealed the nature, origin, location, disposition, movement or ownership of assets, rights or values arising, directly or indirectly, from a criminal offense. Violation of any of the practices established in this Clause may give rise to the immediate termination of this Agreement by either PARTY, mutually releasing them from any obligation of this instrument, without prejudice to the obligation of the guilty PARTY (i) to indemnify the innocent PARTY for all losses and damages incurred.
15. APPLICABLE JURISDICTION
15.1. The Parties elect the Jurisdiction of the District of São Paulo/SP to settle any disputes arising from this instrument, expressly waiving any other, however privileged, and will always be held in Portuguese.