

## AGREEMENT N° CB-103/ 2021

**Material purchase Agreement between Nuclebrás Equipamentos Pesados SA NUCLEP e Forgiatura Moderna Arese S.p.A, in the format of process 0048739.00000329/2021-33:**

### 1 PARTIES

1.1 **Nuclebrás Equipamentos Pesados SA – NUCLEP**, private company controlled by the government located in Av. Gal. Euclides de Oliveira Figueiredo, 200, Itaguaí, RJ, Brazil, hereinafter referred to as NUCLEP, herein represented by Carlos Henrique Silva Seixas, RG 297554, CPF 507.580.717-87, as President and by Alexandre Magalhães Fernandes, RG 5879991, CPF 981.857.567-91 as Industrial Director and **Forgiatura Moderna Arese S.p.A**, located in Via delle Industrie, 17, 20020, Arese (MI), Italy, hereinafter referred as CONTRACTOR, herein represented by Augusto Ambrogio Vienna as President, hereby mutually agree to enter into this Agreement, subject to the following terms and conditions:

### 2 PROCEDURE

2.1 This Agreement is bound to the price proposal 21/01137 dated 1st October 2021 (Annex I) and the Reference Term 57769 rev6 (Annex II), which are an integral part of this Agreement. This process was preceded by unenforceability of bidding, based on art. 30 Caput of the 13.303/2016 Law and on the art. 102, I, of NUCLEP's Procurement Regulation/2017 and NUCLEP's Regulation on Tenders and Contracts.

### 3 PURPOSE OF THE AGREEMENT

3.1 The object of this Term of Reference - TR - is the supply of forgings of ASME SA 105 and ASME SA 182 F304 materials to be used in conclusion of fabrication, assembly and supply of vessel and internal containment structures and fabrication of primary shield tank, including its expansion tank and theirs heat exchangers for LABGENE project, of CTMSP, according to contract between AMAZUL and NUCLEP, respected specifications, descriptions, quantities and requirements detailed in this Term of Reference.

3.2 The goods object of this TR must be acquired through licitation inexigibility, based in caput of article 30th of federal law n° 13.303/16 and in legal opinion n° 007/2020/PMB/PJG-2/NUCLEP.



Item	Dimensions	Draw	Specification	Pos	Material	Und	Quant	Unitary Value	Total Value
1	220 X 1050 X 3070 mm	DCM-0819S24-001	ETM-N.FJAC-005	1	ASME SA-105	pç	1	17.460,00	17.460,00
2	220 X 1050 X 3070 mm	DCM-0819S24-001	ETM-N.FJAC-005	2	ASME SA-105	pç	1	17.460,00	17.460,00
3	120 X 560 X 3320 mm	DCM-0819S24-002	ETM-N.FJAC-005	3	ASME SA-105	pç	1	7.765,00	7.765,00
4	120 X 560 X 3320 mm	DCM-0819S24-002	ETM-N.FJAC-005	4	ASME SA-105	pç	1	7.765,00	7.765,00
5	120 X 560 X 3320 mm	DCM-0819S24-002	ETM-N.FJAC-005	5	ASME SA-105	pç	1	7.765,00	7.765,00
6	120 X 560 X 3320 mm	DCM-0819S24-002	ETM-N.FJAC-005	6	ASME SA-105	pç	1	7.765,00	7.765,00
7	120 X 220 X 850 mm	DCM-0819S24-003	ETM-N.FJAC-005	7	ASME SA-105	pç	1	1.280,00	1.280,00
8	120 X 206 X 850 mm	DCM-0819S24-003	ETM-N.FJAC-005	8	ASME SA-105	pç	1	1.230,00	1.230,00
9	120 X 206 X 850 mm	DCM-0819S24-003	ETM-N.FJAC-005	9	ASME SA-105	pç	1	1.230,00	1.230,00
10	120 X 220 X 850 mm	DCM-0819S24-003	ETM-N.FJAC-005	10	ASME SA-105	pç	1	1.280,00	1.280,00
11	120 X 206 X 850 mm	DCM-0819S24-003	ETM-N.FJAC-005	11	ASME SA-105	pç	1	1.210,00	1.210,00
12	120 X 206 X 850 mm	DCM-0819S24-003	ETM-N.FJAC-005	12	ASME SA-105	pç	1	1.210,00	1.210,00
13	220 X 1050 X 1193 mm	DCM-0819S24-004	ETM-N.FJAC-005	BL02	ASME SA-105	pç	2	8.900,00	17.800,00
14	70 X Ø260 X Ø140 mm	DCM-0819S24-004	ETM-N.FJAC-005	14	ASME SA-105	pç	4	280,00	1.120,00
15	120 X 652 X 690 mm	DCM-0819S24-004	ETM-N.FJAC-005	15	ASME SA-105	pç	4	2.660,00	10.640,00
16	850 X Ø3425 X Ø3070 mm	DCM-0819S30-001	ETM-N.FJAC-005	1	ASME SA-105	pç	1	38.990,00	38.990,00



17	130 X Ø3425 X Ø3070 mm	DCM-0819S30-001	ETM-N.FJAC-005	1.1	ASME SA-105	pç	1	16.850,00	16.850,00
18	230 X Ø3170 X Ø2780 mm	DCM-0819S30-001	ETM-N.FJAC-005	2	ASME SA-105	pç	1	16.600,00	16.600,00
19	275 X Ø3284 X Ø2504 mm	DCM-0819S30-001	ETM-N.FJAC-005	4	ASME SA-105	pç	1	26.500,00	26.500,00
20	130 X Ø3284 X Ø2504 mm	DCM-0819S30-001	ETM-N.FJAC-005	4.1	ASME SA-105	pç	1	26.700,00	26.700,00
21	1450 X Ø1260 X Ø980 mm	DCM-0819S31-001	ETM-N.FJAC-005	1	ASME SA-105	pç	1	20.390,00	20.390,00
22	130 X Ø1260 X Ø980 mm	DCM-0819S31-001	ETM-N.FJAC-005	1.1	ASME SA-105	pç	1	2.990,00	2.990,00
23	170 X Ø1400 x Ø980 mm	DCM-0819S31-001	ETM-N.FJAC-005	2	ASME SA-105	pç	1	4.700,00	4.700,00
24	1450 X Ø1260 X Ø980 mm	DCM-0819S31-001	ETM-N.FJAC-005	3	ASME SA-105	pç	1	20.550,00	20.550,00
25	130 X Ø1260 X Ø980 mm	DCM-0819S31-001	ETM-N.FJAC-005	3.1	ASME SA-105	pç	1	2.990,00	2.990,00
26	170 X Ø1400 x Ø980 mm	DCM-0819S31-001	ETM-N.FJAC-005	4	ASME SA-105	pç	1	4.670,00	4.670,00
27	151 X Ø1350 X Ø808 mm	DCM-0819S31-001	ETM-N.FJAC-005	5	ASME SA-105	pç	2	4.850,00	9.700,00
28	130 X Ø808 X Ø1305 mm	DCM-0819S31-001	ETM-N.FJAC-005	5.1	ASME SA-105	pç	2	4.115,00	8.230,00
29	150 X Ø1270 X Ø980 mm	DCM-0819S33-001	ETM-N.FJAC-005	3	ASME SA-105	pç	1	3.400,00	3.400,00



30	130 X Ø1270 X Ø980 mm	DCM-0819S33-001	ETM-N.FJAC-005	3.1	ASME SA-105	pç	1	3.130,00	3.130,00
31	130 X Ø1270 X Ø870 mm	DCM-0819S33-001	ETM-N.FJAC-005	5	ASME SA-105	pç	1	3.850,00	3.850,00
32	130 X Ø1270 X Ø870 mm	DCM-0819S33-001	ETM-N.FJAC-005	5.1	ASME SA-105	pç	1	3.945,00	3.945,00
33	215 X Ø1880 X Ø1480 mm	DCM-0819S34-001	ETM-N.FJAC-005	4	ASME SA-105	pç	1	6.930,00	6.930,00
34	130 X Ø1880 X Ø1480 mm	DCM-0819S34-001	ETM-N.FJAC-005	4.1	ASME SA-105	pç	1	5.950,00	5.950,00
35	190 X Ø1880 X Ø1260 mm	DCM-0819S34-001	ETM-N.FJAC-005	5	ASME SA-105	pç	1	8.480,00	8.480,00
36	130 X Ø1880 X Ø1260 mm	DCM-0819S34-001	ETM-N.FJAC-005	5.1	ASME SA-105	pç	1	7.200,00	7.200,00
37	131 X Ø432 X Ø304 mm	DCM-0819S37-001	ETM-N.FJAC-005	BL100	ASME SA-105	pç	4	670,00	2.680,00
38	70 X 1500 mm	-----	ETM-N.FJAI-005	----	ASME SA-182 F304	pç	1	840,00	840,00
39	Ø45 X 3500 mm	-----	ETM-N.FJAI-005	----	ASME SA-182 F304	pç	1	965,00	965,00
40	Ø76 X 300 mm	-----	ETM-N.FJAI-005	----	ASME SA-182 F304	pç	1	690,00	690,00
41	186 X 491 X 459 mm	-----	ETM-N.FJAI-005	----	ASME SA-182 F304	pç	8	3.130,00	25.040,00
42	110 X 224 X 482 mm	-----	ETM-N.FJAI-005	----	ASME SA-182 F304	pç	4	1.310,00	5.240,00
43	38 X 224 X 482 mm	-----	ETM-N.FJAI-005	----	ASME SA-182 F304	pç	4	980,00	3.920,00



<b>Subtotal</b>	385.100,00
<b>CIF Cost</b>	33.000,00
<b>TUV Cost</b>	26.000,00
<b>TOTAL</b>	<b>444.100,00</b>

#### 4 GOODS CLASSIFICATION

4.1 Goods to be purchased are classified as common goods and services, pursuant to Law No. 10.520, of 2002, to Decree No. 3.555, of 2000, and to Decree 10.024, of 2019.

#### 5 SPECIFICATION

5.1 ASME SA-105 forgings must fully meet ETM-N.FJAC-005, rev. C.

5.2 ASME SA-182 GR. F304 forgings must fully meet ETM-N.FJAI-005, rev. A.

5.3 All forgings may be purchased, preferably, from the same supplier, that is, from the same manufacturing unit. This is a technical recommendation and ought to be accomplished.

5.4 Forgings must be originated from a plant certified by NUCLEP, OSTI or similar.

5.5 Supplies must be monitored by NUCLEP, OSTI and CTMSP as defined in ETM-N. FJAC-005 rev. C and ETM-.FJAI-005 rev. A, as appropriate.

5.6 Forgings must be supplied in the integral quantity in table of item 1, without installment.

5.7 The identification of each forging must meet the established in ETM-N. FJAC-005 and ETM N.FJAI-005;

5.8 Forgings certificates must be approved in advance by NUCLEP and CTMSP prior to shipment. Original certificates must be delivered together with the respective supplies.



5.9 The technical receipt of the forged can be made, at NUCLEP's discretion, at the CONTRACTED PARTY's facilities.

## 6 SAMPLE

6.1 According to ETM-N.FJAI-005, rev.A.

6.2 According to ETM-N.FJAC-005, rev.C.

## 7 TECHNICAL QUALIFICATION

7.1 For items listed in item 1.2, supplier must be qualified by NUCLEP according to requirements of standard CNEN NN 1.16.

7.2 Supplier qualification procedure shall be will finished in ten working days before the contract signature.

7.3 Forgings must meet the technical requirements described in the material standards and documents made available.

7.4 ASME SA-105 forgings must fully meet ETM-N.FJAC-005, rev.C.

7.5 ASME SA-182 F304 forgings must fully meet ETM-N.FJAI-005, rev.A.

7.6 NUCLEP reserves the right to send its representatives and inspectors to witness the inspections and manufacturing steps at the contractor's plant.

7.7 OSTI hiring is CONTRACTED PARTY's responsibility.

7.8 Before manufacturing, CONTRACTED PARTY must supply traceable raw material certificate to NUCLEP/OSTI approval.

7.9 CONTRACTED PARTY shall send databook containig all reports duly signed by manufacturer and NUCLEP/OSTI before pieces loading.



7.10 Supplier is responsible for preparation of PIT - Inspection and Testing Plan - according to ETM-N.FJAC-005, Rev - C e ETM-N.FJAI-005, Rev – A, which must be approved by NUCLEP/OSTI before activities beginning.

7.11 NUCLEP and OSTI - Independent Technical Surveilling Organization - shall have access to suppliers installations and registers aiming inpection and auditing in source.

7.12 Supplier shall convoke NUCLEP and OSTI inspectors to witness inspections foreseen in PIT, considering convocation deadlines and criteria established in ETM N.FJAC-005, Rev C and ETM N.FJAI-005, Rev A;

7.13 CONTRACTED PARTY shall inform NUCLEP/OSTI about deviations and non-conformities related to technical requirements specified in this Term of Reference.

7.14 Raw material storage place must be clean and dry.

7.15 Items must be supplied cleaned and protected against contamination and eventual impacts during transportation. Supplier must define cleaning and packaging conditions and submit them to NUCLEP and OSTI approvals.

## 8 DELIVERY TERMS

8.1 Forgings will be delivered in CIF-Port of Rio de Janeiro incoterm condition. Customs clearance and transportation, with the respective insurance, from the port to NUCLEP facilities will be the responsibility of NUCLEP.

8.2 Forgings will be entirely delivered in a period of 15 (fifteen) working weeks, from the from the approval of the PIT.

8.3 Products must be delivered to NUCLEP with certificate and, in the event of any abnormality verified in supply receiving or damage during transportation, the CONTRACTED PARTY shall exchange, after formal notification of NUCLEP, within the period established as set out in item 23.1 below.

8.4 All goods must be delivered new, unused, properly packaged and protected, accompanied by mill certificates.

## 9 VALUE



9.1 For the execution of the contracted object, the total amount of EUR 444.100,00 (four hundred and forty-four thousand and one hundred Euros) will be owed to the CONTRACTOR, according to the proposal presented (Annex I), whose payment will comply with the Payment Clause of this instrument, and the composition of the CONTRACTOR's costs.

9.2 All expenses with taxes from the country of origin, freight, packaging, insurance, OSTI and any other direct and indirect expenses that affect the objects of this contract will be borne by the CONTRACTOR. Brazilian national taxes and all the costs from CIF Rio de Janeiro seaport to NUCLEP facilities, on behalf of NUCLEP.

9.3 All payments under this contract for the supply of goods are in Euros.

## **10 BUDGET APPROPRIATION**

10.1 As soon as the competent commitment is issued, its data, as well as its programmatic classification, will be subject to an addendum to this contract.

## **11 TERM**

11.1 The term of the contract will be 12 (twelve) months.

## **12 SUBCONTRACTING**

12.1 The subcontracting of the bidding object will not be admitted.

## **13 ASSIGNMENT OF CONTRACT OR CREDIT AND CONTRACTUAL SUCCESSION**

13.1 The assignment or transfer of this Agreement, in whole or in part, or of any credit arising there from, as well as the issuance by the CONTRACTOR of any security by virtue thereof, are prohibited.

13.2 CONTRACTUAL SUCCESSION will be allowed only as a result of consolidation, spin-off or merger carried out by the CONTRACTOR, provided that:





- I. Previously analyzed and consented to by NUCLEP, considering any risks or losses to the contractual performance;
- II. All contractual conditions are maintained, including the original qualification requirements;
- III. There is express agreement by the new company to undertake the responsibility for the execution of this agreement and to receive the credits arising therefrom.

## 14 CONTRACTOR'S OBLIGATIONS

14.1 The CONTRACTED PARTY shall comply with all obligations contained in the Agreement, its attachments and its proposal, assuming as its sole responsibility the risks and expenses resulting from the good and perfect execution of the contract and:

14.1.1 Make the delivery of the object in perfect conditions, according to the specifications, term and place contained in the Agreement and its attachments, accompanied by the respective tax documents (commercial invoice, packing list).

14.1.2 Replace, repair or correct, at its expense, within the period set forth in this Term of Reference, the object with damages or defects.

14.1.3 Inform the CONTRACTING PARTY, within 24 (twenty-four) hours before the delivery date, the reasons that make it impossible to meet the deadline, with the proper proof.

14.1.4 To keep, during all the execution of the contract, in compatibility with the obligations assumed, all the conditions of qualification and qualification demanded in the Agreement.

14.1.5 Submit in advance, plant certificates and related documents by OSTI, for analysis by NUCLEP.

14.1.6 Send photos of finished items prior to shipment.

14.1.7 Make corrections to the shipping documents whenever requested by NUCLEP.

## 15 NUCLEP'S OBLIGATIONS

15.1. Receive the object within the term and conditions established in the Agreement and its annexes;



15.2 Thoroughly verify, within the established period, the conformity of the goods provisionally received with the specifications contained in the Agreement and the proposal, for the purpose of acceptance and definitive receipt;

15.3 Communicate to the Contractor, in writing, about imperfections, failures or irregularities verified in the supplied object, so that it can be replaced, repaired or corrected;

15.4 Monitor and inspect the fulfillment of the Contractor's obligations, through a specially designated commission/server;

15.5 Make payment to the Contractor in the amount corresponding to the supply of the object, within the term and in the manner established in the Agreement and its annexes;

15.6 NUCLEP will not be liable for any commitments assumed by the Contractor with third parties, even if linked to the execution of this Agreement, as well as for any damage caused to third parties in resulting from an act of the Contractor, its employees, agents or subordinates.

## 16 SUPERVISION AND MANAGEMENT OF THE AGREEMENT

16.1 The contract will be monitored by the General Planning, Control and Training Management - IC, which will be responsible for resolving any doubts that arise in the course of the execution of the contract, and will give NUCLEP notice of everything, pursuant to the NUCLEP Bids and Contracts Regulation, in compliance to IN-01/2019.

16.2 The contractual follow-up is presupposed for the provisional or definitive receipt of its object, but does not exclude the CONTRACTOR's civil liability for the solidity and security in relation to the contracted object, nor ethical-professional for the perfect execution of the contract, within the limits established by law or the Contract.

16.3 Any non-conformity regarding the contracted object, pointed out by the commission or by the Inspector (Manager or Executor) of the Contract, will result in the rejection of the object, and the CONTRACTOR must provide the necessary corrections or the correct performance of the obligation.

16.4 The irregularities pointed out by the commission or by the Inspector (Manager or Executor) of the Contract during the monitoring of the execution, or at the time of receipt, shall be remedied by the term foreseen for the performance of the obligation, under penalty of the applicable penalties.



16.5 NUCLEP will monitor and supervise the execution of the contractual object described in this Contract, noting, in its own record, all occurrences related to the execution of the object, determining what is necessary to regularize defects, defects, imperfections, flaws, irregularities or inaccuracies observed, forwarding the notes to the competent superior authority for the appropriate measures, in order to ensure the perfect and integral fulfillment of the object.

## 17 PENALTIES

17.1 For the total or partial non-execution of this Contract, for the delay in the execution of its object and for the failure or fraud in its execution, NUCLEP may, guaranteed the previous defense, apply the following sanctions to the CONTRACTOR:

- a) In case of non-compliance with the deadlines established in the Contract, the penalty fee will be equivalent to 0.50% (fifty hundredths percent) on the value of the defaulted obligation, per day of delay, limited to a maximum of 2,5% (two and a half percent) on the value of the contract, considering the consecutive days from the business day immediately following the maturity of the obligation, with 2 (two) weeks of grace period;

## 18 PAYMENT TERMS

18.1 NUCLEP will pay EUR 444.100,00 (four seventy-four thousand and fifty Euros), through irrevocable and non-transferable Letter of Credit, according to the following:

- ⑩ 30% of payment after issuance of the PIT (by the end of 2021, against proof of PIT issued by the FMA);
- ⑩ 30% of the payment upon arrival of the raw material to the CONTRACTOR (by the end of 2021, against proof of steel maker raw material certificates);
- ⑩ 20% payment at the end of manufacturing (machined parts, against proof of machined pieces list with photos);
- ⑩ 20% of the payment made after approval, by NUCLEP, of the Certificates issued by the Contractor and approved by OSTI (against proof of final quality certificates);



18.2 If there is an error in the collection document or any other circumstance that impedes the liquidation of the expense, the same will remain pending and the payment suspended until the CONTRACTOR provides the necessary corrective measures, not occurring, in this case, any onus on the part of the NUCLEP.

## 19 ADJUSTMENT

19.1 The price contracted herein is fixed and non-adjustable.

## 20 CONTRACT ECONOMIC AND FINANCIAL BALANCE

20.1 The price review may be requested by the CONTRACTOR, at any time, when an unpredictable or predictable fact occurs, however, of incalculable consequences, delaying or preventing the execution of the contract, or even in case of force majeure, act of God or fact of the prince, constituting an extraordinary and non-contractual economic area, which imposes or relieves the obligations agreed in this Agreement, respecting the following:

- a) The CONTRACTOR shall make a written request to NUCLEP for the revision of the contract, proving the occurrence of the taxable event;
- b) The proof will be carried out by documents, such as normative acts that create or alter taxes, manufacturers' price list, invoices for the purchase of raw materials, goods transportation, alluding to the time of the proposal's elaboration and the moment the review request;
- c) With the request, the CONTRACTOR shall submit unit cost spreadsheets, comparing the date of the proposal's formulation or the last adjustment and the time of the request for review, considering the unit costs involved and showing how much the price increase has an impact on the value agreed.

## 21 AGREEMENT AMENDMENT

21.1 The agreement may only amended upon agreement between the parties.

21.2 The agreement may be amended upon agreement between the parties in the following cases:

21.2.1 When there is modification of the project or specifications, for better technical adequacy to its objectives;



21.2.2 When it is necessary to modify the value of the agreement as a result of quantitative increase or decrease of its object;

21.2.3 When convenient to replace the performance bond;

21.2.4 When necessary to modify the payment method, due to imposition of unforeseen circumstances, with the initial value updated, being prohibited the advance payment, in relation to the fixed financial schedule, without the corresponding consideration for the supply of goods;

21.2.5 To reestablish the relationship that the parties initially agreed between the CONTRACTOR's undertakings and NUCLEP's compensation for the fair consideration of the supply, aiming at maintaining the initial economic-financial balance of the agreement, in the event of unforeseeable facts, or foreseeable but with incalculable consequences, delaying or preventing the performance of the agreed or, in case of force majeure, fortuitous event or factum principis, causing extraordinary and extra-contractual economic risk.

21.3 If there is change to the agreement that increases the burden of the CONTRACTOR, the initial economic-financial balance shall be reinstated by amendment.

## 22 AGREEMENT TERMINATION

22.1 The agreement may be unilaterally terminated by NUCLEP, regardless of notice or judicial or extrajudicial summons, in the following cases:

22.1.1 Non-compliance or irregular compliance with contractual clauses, specifications, projects or terms;

22.1.2 Slowness in its fulfillment, leading NUCLEP to presume the impossibility of completing the work, service or supply, within the terms agreed;

22.1.3 Unexcused delay at start of work, service or supply;

22.1.4 Suspension of the work, service or supply without cause and prior notice to NUCLEP;

22.1.5 Failure to comply with regular determinations by the authority designate to monitor and supervise the performance of the agreement, as well as those of its superiors; and,

22.1.6 Repeated flaws in its execution.



## 23 RECEIPT

23.1 Forgings will be received, provisionally, within twenty (20) working days, counted from the delivery at NUCLEP's factory, by the NUCLEP responsible sector, for the purpose of subsequent verification of the quantities and their compliance with the specifications and requirements contained in this Agreement.

23.2 Forgings may be rejected, in whole or in part, when in disagreement with the quantities, specifications and requirements contained in this Agreement of the goods, and shall be replaced within the defined period of agreement between NUCLEP and the Supplier depending on the type of dimensions of the forgings, at his expense, without prejudice to the application of penalties.

23.3 Forgings will be received, definitively, by NUCLEP within 20 (twenty) working days of provisional receiving, after verification of quantities and their compliance with the specifications and requirements contained in this Term of Reference and in the supplier's proposal. Without disagreements, NUCLEP will formalize the definitive acceptance of the goods by a detailed term.

23.4 In the event that the verification mentioned in item 23.3 above is not performed within 20 (twenty) working days after provisional receiving, it will be considered as performed, consummating the definitive receiving on the day of exhaustion of the deadline.

## 24 FORCE MAJEURE

24.1 The CONTRACTOR shall not be responsible for partial or total failure to comply with its obligations under this Agreement, if such failure is caused by circumstances of force majeure, namely: war, fire, flood, strike, government acts or authorities, earthquake or any other case beyond the reasonable control of the CONTRACTOR, if these circumstances directly affect the performance of this Agreement.

24.2 The CONTRACTOR shall immediately notify NUCLEP of such circumstances, at the latest 48 (forty-eight) hours from the date after its beginning.

24.3 If notified in time, the obligations of the Contract will be extended for a period equal to the duration of such circumstances.



24.4 The occurrence of unforeseeable circumstances or force majeure will exclude the CONTRACTOR's liability for emerging damages and lost profits caused to NUCLEP, unless it is in arrears and occurs during the delay in fulfilling the obligation.

24.5 Administrative sanctions will not be applied if the total or partial non-performance of the contract is due to acts of God or force majeure.

24.6 The occurrence of an act of God or force majeure, as long as it prevents the performance of the object of the contract, is a reason for the unilateral termination of the contract by NUCLEP. An agreement between NUCLEP and the CONTRACTOR shall be reached, based on the production step performed at the time

## 25 ANTI-CORRUPTION

25.1 The parties hereby declare that they know and understand the terms of Federal Law No. 12.846/2013 (anti-corruption law) and its related legislation, and are aware that in the execution of any future agreement, the parties, including their employees, agents and/or managers, shall not:

25.1.1 Promise, offer or give, directly or indirectly, undue advantage to a public official or whomever, or to a third party related to a public official;

25.1.2 Create, fraudulently or irregularly, a legal entity to conclude any future contract;

25.1.3 Take undue advantage or benefit, in a fraudulent manner, from amendments or extensions of this agreement, without authorization by law, in the invitation to bid or in the respective contractual instruments;

25.1.4 manipulate or defraud the economic and financial balance of any future contract; or

25.1.5 In any event defraud this contract; as well as perform any actions or omissions that constitute illegal or corrupt practice pursuant to Law No. 12.846/2013, Decree No. 8.420/2015 or any other applicable laws or regulations, even if not related to any future contract.

## 26 CONFIDENTIALITY

26.1 The CONTRACTOR shall keep under secrecy all information or confidential data conveyed or to which it has access due to the performance of the agreement's object for the period of 20 (twenty) years, except for the case described in item 26.3



26.2 Confidential information shall mean information or data stored to which the CONTRACTOR has access, and also those transmitted orally, in writing or electronically, related to the performance of this Agreement, regardless if its confidentiality is mentioned.

26.3 The term provided for in item 26.1 does not apply to information and data regarding know how, trade secret, commercial strategy and anything that represents a competitive edge to NUCLEP, which should be kept confidential by the CONTRACTOR, for an indefinite period, except if expressly authorized by NUCLEP.

26.4 For confidentiality purposes, the CONTRACTOR shall be bound by its managers, employees, representatives in any capacity, successors and commissioners.

26.5 Any information obtained by the CONTRACTOR during the performance of the agreement, in NUCLEP's facilities or arising from it, which are not directly related to the object of this Agreement, shall be kept confidential under the terms and terms of clause 26.1.

26.6 Non-compliance by the CONTRACTOR with the secrecy obligation, by disclosing confidential information and data or facilitating its disclosure, will result in:

- a) Contract termination, if the Agreement is still in force;
- b) Adoption of judicial measures under Law No. 9279/96 and applicable legislation.
- c) Enforcement of a compensatory fine in the amount of 10% (ten percent) of the value of the Agreement.

26.7 The non-compliance by the CONTRACTOR with the confidentiality obligations provided herein, will be considered as severe irregularity, for the purposes of registration, participation in bidding and hiring.

26.8 Any disclosure about any information or data related to this Agreement shall depend on prior authorization from NUCLEP, as provided in art. 23 of Law No. 12.527/2011.

26.9 NUCLEP is unable to provide access to this Agreement, as it contains information from third parties, pursuant to art. 13, item III, of Federal Decree No. 7724/2012.

## 27 FINAL PROVISIONS





27.1 This Agreement represents everything agreed by NUCLEP and the CONTRACTOR regarding the object provided for herein.

27.2 The following is part of this Agreement:

- Annex I – Price Proposal 21/01137 of 1st October 2021;
- Annex II – Reference term Request 57769 rev6;

## 28 JURISDICTION

28.1 Both parties will do their utmost to resolve all disputes, disagreements and / or common that may arise from / or in connection with this contract through mutual consultations.

28.2 The Agreement shall be governed based on the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna Convention). The arbitration shall be held in accordance with the rules of the International Chamber of Commerce of Paris, in France, in English.

The Contract comes into force from the moment of signature by both parties.

Itaguai, \_\_\_\_/ \_\_\_\_/ 2021.

**Nuclebrás Equipamentos Pesados S/A – NUCLEP**  
**CNPJ: 42.515.882/0003-30**

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CARLOS HENRIQUE SILVA SEIXAS  
Presidente

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ALEXANDRE MAGALHÃES FERNANDES  
Diretor Industrial

**Forgiatura Moderna Arese S.p.A**

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AUGUSTO AMBROGIO VIENNA  
Presidente

