TERMS & CONDITIONS

OCP FERTILIZANTES LTDA.'s Website (hereinafter "Website") is owned and operated by OCP FERTILIZANTES LTDA. ("OCP"). By accessing this Website, you unconditionally accept to be legally bound by these Terms and Conditions, and warning references present on the Website (hereinafter the "Terms and Conditions of Use") by the Internet user (hereinafter "User" or "Users"), by the article authors (hereinafter "Authors"), by the job seeker (hereinafter "Job Seeker"). The term "Use" indiscriminately implies site consultation, search or download of material. The terms "Editor" or "We" are used to designate "OCP and affiliates".

Updates

OCP reserves the right to modify and update the Website at any time, as well as the Terms and Conditions of Use.

Modifications to the Terms and Conditions of Use will be marked by a dated and referenced version. The newest version will be available on the Website. Any changes made will be effective upon publication on the Website. When a User accesses the Website following the posting of any changes, he/she is in acceptance of those changes. Any changes and updates are binding on the User who must therefore regularly refer to this section of the Website to check for the most current version. We will post notices of modifications to these terms on this page. If there is any inconsistency between these terms and the revised/additional terms, the revised/additional terms will prevail to the extent of the inconsistency.

Eligibility

The User may only Use the Website if he/she is not a person barred from receiving services under the laws of the applicable jurisdiction. Thus, the User must meet the minimum age requirements set forth by the applicable laws in order to lawfully use the Website.

Limitations of responsibility

The User understands and agrees that he/she is using the Website at his/her own risk, and therefore is responsible for his/her use of the Website and for any information he/she provides, including his/her compliance with applicable laws, rules, and regulations. The Website is provided "as is", and to the extent permitted by applicable law.

Information, presentations, documents, information (hereinafter **"Information**") available on the Website are offered to the User in good faith, for informational purposes only and without warranty of any kind, as errors and omissions may arise. This Information cannot therefore incur the responsibility of OCP. Information can be changed or updated without notice.

Any use of the Website is the User's sole responsibility. In no case shall OCP and its subcontractors guarantee the completeness and accuracy of such available Information, nor are they liable for any direct, special, incidental, indirect or consequential damages of any kind (such as, but not limited to, damages caused by business interruption, loss of data or any monetary/economic loss, derived from or related to (i) the use or execution of the Website and its online services, (ii) the delay or unavailability of the Website, (iii) the provision or non-provision of the Services provided, including any information within the charts/graphs contained or published on or through the Website, (iv) the timeliness of the content, (v) the alteration or modification of the content in whole or in part after its inclusion on the; (vi) including the User's Information System).

Information is provided under the condition that the User or any other person receiving it would be able to determine its interest for a specific objective before using it. In no case shall OCP be

held liable for any damages that may result from the credit attached to Information provided on the Website. The Information cannot be considered as recommendations for the use of any information, products, procedures, equipment or formulations that may be contrary to a patent, a copyright, registered trademark or any other type of intellectual property. OCP declines any express or implicit liability, if the use of this Information was to infringe a patent, a copyright, registered trademark or any other type of intellectual property.

OCP does not warrant the Website to operate continuously nor that the servers which provide access and/or third party sites linked to the Website with a hyperlink do not contain viruses. In addition, OCP shall not in any way be held liable for the loss or damage of the User's data.

OCP makes every effort to check the Website from any viruses. However, the User must take his/her own precautions to ensure that the process he/she employs for accessing this Website does not expose him/her to the risk of viruses, malicious computer code or other forms of interference which may damage his/her own computer system.

We cannot accept any responsibility for any loss, disruption or damage to User's data or his/her computer system which may occur whilst using material derived from this Website.

Warranties and disclaimer

Any comments published on the Website represent the point of view of their Authors.

OCP has only an obligation of means regarding the verification of the information contained in the published on the Website.

Obligation of the Users

Users of the Website are bound by the provisions of the Brazilian General Data Protection Law -LGPD Federal Law no. 13,709/2018 which rules the protection of individuals with regards to the processing of Personal Data. For this reason, the data will be treated within the limit of necessity, observing the principles described in at. 6 of the aforementioned Law.

- In order to control the information transmitted on this website, users are obliged to: The Job Seeker shall not:
- Post any CV or Profile, or apply for any job on behalf of another party;
- Defer any contact from an employer to any agent, agency, or other third party;
- Share with a third party any login credentials to the Website;
- o Access data not intended for him/her or log into a server or account which is not authorized to access;
- Post or submit any incomplete, false or inaccurate biographical information or information which is not the User's own;
- Post content that contains restricted or password-only access pages, or hidden pages or images;
- o Solicit passwords or personally identifiable information from other Users;
- Delete or alter any material posted by any other person or entity;
- Harass, incite harassment or advocate harassment of any member of OCP and its other programs;
- Send unsolicited mail or make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any other User.
- o Contact any Users that have specifically requested not to be contacted by services providers;
- Attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the present Website, overloading, "flooding", "spamming", "mailbombing" or "crashing";

- Promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such as by providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;
- o Post any CV which is not a genuine CV and which attempts to advertise or promote products or services;
- Use any robot, spider, other automatic device, or manual process to monitor or copy any pages within this Website or the Contents without the OCP's prior written permission;
- shall not use any device, software or routine to interfere or attempt to interfere with the proper working of this Website; and
- Take any action that imposes an unreasonable or disproportionately large load on the Website.
- Violations of system or network security may result in civil and/or criminal liability. OCP will investigate occurrences, which may involve such violations and may start proceedings against Users who are involved in such violations;
- Users are responsible for maintaining the confidentiality of their account, profile and passwords, as applicable. They may not share their password or other account access information with any other party, temporarily or permanently, and they shall be responsible for all uses of their Website registrations and passwords, whether or not authorized by the Users. They agree to immediately notify OCP of any unauthorized use of their account, profile, or passwords;
- The Job Seeker acknowledges and agrees that he/she is solely responsible for the form, content and accuracy of any CV or material contained therein placed by him on the present Website.

Submission of Applications

OCP considers recruitment as the first step in an enrollment process. Each position for which OCP recruits leads to establish specific stages of selection with always the same objective: identify the fit between a person and a job. Stages of the recruitment process are defined and organized in a section / tab dedicated CV Data, staff information, images and videos.

OCP certifies that the CV Database will be used according to the applicable Brazilian General Data Protection Law - LGPD (Federal Law no. 13,709/2018), to the Data Protection policy and the present Terms and Conditions of Use. It also certifies that the CVs and cover letters collected could be disclosed to a third party only if involved in the recruitment process.

OCP certifies that it has taken all the necessary measures to protect the data collected as it is defined in the Data Protection Policy.

The CV Database will not be used:

(a) For any purpose other than as an employer seeking employees, including but not limited to advertising promotions, products, or services to any CV holders;

b) To make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletters to CV holders or to contact any individual unless they have agreed to be contacted (where consent is required or, if express consent is not required, who has informed that they do not want to be contacted).

Protection of Personal Data

Under the terms of the Brazilian General Data Protection Law - LGPD, OCP qualifies "**Personal Data**" as any information disclosed by a User to the Website, whatever the nature, such as

names, e-mails and passwords, and others, whether they are provided voluntarily or collected while browsing on the Website.

Personal Data collected by OCP is used exclusively to allow the User to enjoy the Website's services. Any Personal Data the User is required to submit to OCP is subject to the Brazilian General Data Protection Law - LGPD(Federal Law no. 13,709/2018), which rules on the protection of individuals with regards to the processing of Personal Data.

No User information is transferred to third parties or used for unauthorized purposes.

Users expressly consent to the collection and the processing of their Personal Data by OCP for managing the Website, for recruitments and publication purposes.

The information collected and processed are kept for the necessary duration to achieve the purpose of the data collection and processing.

In accordance with the Brazilian General Data Protection Law - LGPD(Federal Law no. 13,709/2018), a User of the Website has the right to access, modify, rectify and delete any Personal Data that OCP may collect.

For this purpose, the user must register his request through the OCP Data Holder Portal: <u>https://lgpdocp.com.br</u>.

For any additional information about OCP and the Website's content, please contact us at:

E-mail: contato@ocpbr.com.br

Address for correspondence: Avenida Presidente Juscelino Kubitschek, 1.455, 7° andar, conjunto 71, Vila Nova Conceição, São Paulo/SP, Brasil, CEP 04543-011

Forms

The personal information collected (e.g. name, address, phone, email) which are collected through the registration form complies with the provisions of the the Brazilian General Data Protection Law - LGPD (Federal Law no. 13,709/2018). The forms state the rights of the parties to access, modify and oppose for legitimate reasons to the processing of their Personal Data.

Intellectual property

OCP is the owner of the domain name of the Website.

The Website as a whole and its elements are creative works protected by applicable law including intellectual property.

All data (texts, structure, software, animations, photographs, illustrations, drawings, graphics, logos, videos, sounds, and images), information and databases on the pages of the Website are the exclusive property of OCP. Any reproduction, representation or distribution in whole or part of the content and any extraction even partial of the databases on the Website onto any medium or by any means whatsoever is prohibited. Failure to comply with this injunction constitutes an infringement and may result in civil and criminal penalties for the User(s) involved.

Unless otherwise noted, entities names, logos, products and brands mentioned on the Website are trademarks of OCP. Any total or partial reproduction of these trademarks or logos in any

capacity whatsoever, including for advertisement purposes, without the prior written consent of the trademark holder is prohibited.

The Website's general structure and templates and the information, icons, photographs, images, text, video clips, with sound or silent, and other documents composing the Website or available on this Website are subject to the laws protecting intellectual property and are the property of the OCP or of the third parties that have authorized the OCP and its potential suppliers, subcontractors, partners and/or affiliates involved in the operation of the Website, to use it.

As such, any reproduction, adaptation, translation and/or conversion, total or partial, of the Website or one or more of its components, by any means whatsoever (including by transfer to another site) without prior written permission of the OCP, is prohibited, which may consequently engage the civil and/or criminal liability of the author. No license or right other than to browse the Website is granted to anyone with regard to intellectual property rights.

Links to third party sites (Hypertext Links)

OCP formally declines any liability with respect to the content of any hypertext links which are provided on the Website. These links are proposed to the users of the Website by way of service. It is exclusively up to the users of the Website to decide whether or not to activate such links.

OCP is not the editor of these sites and cannot fully control their content. As a result, OCP can in no way be held liable for the content provided on such sites, regarding their truthfulness, timeliness, quality, completeness, relevance, illegality, advertising, products, services or other materials available on or from these sites or from external sources.

OCP can in the same way not be held liable for any collection and transmission of Personal Data, installation of Cookies or any other procedure for the same purpose, made by these sites.

Confidentiality and integrity of information cannot be guaranteed on the Internet. Therefore, messages electronically sent by the User can be intercepted and/or modified. OCP can in no way be held liable for this.

Right of access

OCP reserves all rights to deny or restrict access to this Website to any particular person, or to block access from a particular internet address to this Website, without ascribing any reasons whatsoever. The User may also delete his/her account or seek from OCP the removal of his/her information.

In respect with the Brazilian General Data Protection Law - LGPD (Federal Law no. 13,709/2018), if OCP decides to remove a Service or to restrict the use of the Website to any User or to delete User's account, where reasonably possible, OCP will give the User reasonable advance notice and a chance to remove information from the Website.

Cookies

Users are hereby notified that during their visits to the Website, a navigation monitoring mechanism may be implemented. Users have a right to access, delete and modify any Personal Data collected through these tracing techniques. Browsing on the Website results in the creation of a session cookie (hereafter referred to as "**Cookie(s)**" that records various information about the navigation within the Website (pages visited, date and time of visit, etc.), which the system may "read" for subsequent visits.

During a visit to the Website, the viewing of pages results in the creation of a Session Cookie automatically downloaded on the User's computer. Cookies are small files containing text, which allow a server to recognize a computer and to therefore know whether the computer and/or User has previously been on the Website. If the computer reconnects to the Website, it will seek and use these Cookies left on the hard disk during the User's previous visit.

Cookies cannot help identify a User, but only the computer used for those purposes. Cookies merely record the parts of the Website that the computer has visited and the time spent on it. The User is free to oppose to the registration of Cookies by configuring their browser as described below. However, by refusing Cookies, it will be impossible to provide specific personalized services and this may slow down or prevent the access to certain areas of the Website.

If the User deletes all his Cookies, he/she will have to update his/her preferences with us again and some aspects of our Website may not work.

If the User uses a different device, computer profile or browser he will have to tell us your preferences again.

The User is informed that during their visit to the Website, a Cookie may be automatically installed on their browser and be temporarily stored on the User's computer hard drive.

OCP uses this information for purposes of optimizing the Website's security and to provide optimal service.

Cookies are used to:

- Record information about the User's navigation trends on the Website to guide them to the most suitable content; and
- Assess the number of visits.

Cookies in no way are used on the Website to collect personally identifiable information about the Users browsing the Website.

The User acknowledges having been informed of this practice and provides authorization to OCP.

Users may disable Cookies through their browser's settings, by changing the options (Menu "Edit / Preferences" in Netscape Navigator 6.2, Section "Tools / Internet Options" in Internet Explorer, Menu "Tools / Options "in Mozilla Firefox and Menu "Safari / Security" in Apple Safari).

Third party Cookies

For the use of our Website we may upload videos from other Websites such as Youtube and we may refer to other Website pages. Cookies may be stored from these Websites. Similarly, when the User clicks on a link provided by OCP Website, the page they are visiting may set Cookies. OCP does not control the dissemination of these Cookies and this tool will not block Cookies from those Websites. Users should check the relevant third party Website for more information about these Cookies.

Data Protection Policy

The OCP Data Protection Policy explains how we treat your Personal Data and protect your privacy when you use our Services. By using our Services, you agree that OCP can use such data in accordance with our Data Protection Policy and the present Terms and Conditions of Use.

Terms

These terms govern the relationship between OCP and the Users, they do not create any third party beneficiary rights.

If the Users do not comply with these terms and OCP does not take action immediately, it does not mean that OCP is giving up its rights to take any action in the future.

If it turns out that a particular term is not enforceable, this will not affect any other terms.

Jurisdiction and Applicable Law

These Terms and Conditions of Use and OCP Website (<u>www.ocpbrasil.com</u>) will be governed and interpreted in accordance with Brazilian Law.

Without prejudice to any injunctive relief that either the User or the OCP may seek in front of any court having jurisdiction, any dispute, claim or controversy (hereinafter referred to as the "**Dispute**") arising out of or in connection with these Terms and Conditions of Use, including any question regarding its existence, validity or termination and which cannot be resolved by amicable and good faith negotiations and/or constructive discussions, after a delay of thirty (30) days from the notification of such Dispute, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC). The User and the OCP hereby agree that the number of arbitrators shall be one (1) and the place of arbitration shall be Paris, France. The language to be used in the arbitral proceedings shall be English or French, as may be agreed to in writing by the User and OCP. The arbitral award shall be final and binding on the User and OCP and may be entered and enforced by any court having jurisdiction on this matter.