




SINGLE ANNEX - BOARD OF DIRECTORS RESOLUTION No. 23/2023

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|  | Apex-Brasil's Sponsorship Grant Regulations |
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1. GENERAL PROVISIONS

- 1.1.** These Regulations establish the procedures for the presentation, analysis and deliberation on sponsorship grants by Apex-Brasil to third-party projects.
- 1.2.** For the purposes of these Regulations, the following shall be considered:
- a) Sponsorship** – communication or marketing action, which is carried out through the acquisition of the right to associate the brand and/or image, of the sponsor's products and services with a third-party initiative project, through the execution of a sponsorship grant agreement, with the objective of adding value to Apex-Brasil's image, publicizing products/services, generate knowledge, or expand relationships with audiences of interest.
 - b) Project** – initiative, activity, event or set of these to be carried out/executed by third parties, with a defined beginning and end.
 - c) Application** – document submitted by the applicant to Apex-Brasil, containing sufficient information to assess the relevance of the project and the convenience of granting sponsorship.
 - d) Applicant** - legal entity that submits a request for sponsorship to Apex-Brasil and is responsible for the execution of the project presented, including the effective fulfillment of the consideration(s) offered.
 - e) Sponsored party** – a legal entity that receives sponsorship from Apex-Brasil.
 - f) Sponsor** – Apex-Brasil.
 - g) Sponsorship Benefits** – contractual obligation assumed by the applicant that represents a return to Apex-Brasil, in correspondence to the sponsorship granted.
 - h) Institutional Return** – result from the sponsorship granted, which contributes to adding value to Apex-Brasil's image, publicizing products/services, generating knowledge, or expanding relationships with target audiences.

2. GUIDELINES



- 2.1.** If there is budget availability, Apex-Brasil may grant sponsorship of a national or international nature, as long as it is consistent with the strategic guidelines, to projects that meet at least one of the following requirements:
- a)** Expansion of institutional visibility and increase in perception of relevance concerning Apex-Brasil's performance, with a view to reinforce its image.
 - b)** Business promotion of Apex-Brasil's supported companies, stimulating their exports.
 - c)** Promotion of foreign direct investment attraction, through business or image initiatives on Brazil and Brazilian companies among the target audience.
 - d)** Promotion of activities to stimulate the internationalization of Brazilian companies.
- 2.1.1.** The object of the application must necessarily be a project, event or action whose execution is carried out by the applicant itself.
- 2.2.** The sponsorship may be granted at the request of the applicant or directly by initiative of Apex-Brasil upon identification of opportunity, under the terms of item 2.1, and in any case, the stages of technical analysis and approvals of Apex-Brasil are mandatory.
- 2.2.1.** The third-party application must be submitted to Apex-Brasil, considering the guidelines available on Apex-Brasil's website, at least 90 (ninety) days prior to the date of the initiative, activity or event. When there is an interest of Apex-Brasil, cases exceptional to this deadline must be authorized by Apex-Brasil's Executive Board.
- 2.2.2.** The application must contain a duly completed form, documentation concerning the applicant and its legal representative, the declaration that the applicant does not incur in prohibitions provided for in these Regulations (models available on the website), as well as legal and tax qualification documents and sufficient data allowing for appropriate technical evaluation by Apex-Brasil, including:
- a)** Objectives of the event, project or initiative.
 - b)** Target audience.
 - c)** Geographic coverage.
 - d)** History of previous grants by Apex-Brasil.
 - e)** Sponsorship benefits / institutional return proposal.



- f)** Amount requested.
- g)** Definitive or provisional schedule/roadmap.
- h)** Dissemination plan.
- i)** Estimative and segment/profile of attendees.
- j)** Potential partners and/or partnerships.
- k)** Other sponsors involved.
- l)** Information about the applicant's bank details and legal representatives.

2.2.3. Apex-Brasil will carry out due diligence and request documents it deems appropriate for the analysis of the sponsorship application, as well as may request, if it deems necessary, proof of adequacy between the proposed value for the sponsorship and the market practice.

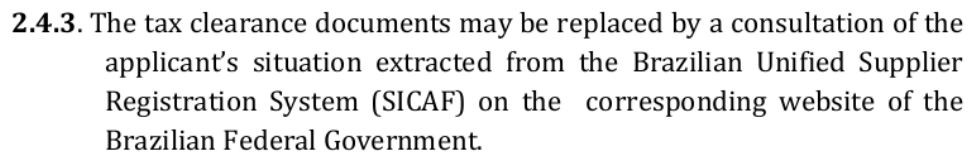
2.3. Apex-Brasil may publish a public call notice for the purpose of sponsorship grant.

2.4. In order to receive and maintain the sponsorship, the applicant must be up to date with its legal and fiscal regularity, not have any pending issues with Apex-Brasil related to sponsorships, agreements, or contracts for the provision of services/supply of goods, as well as not be disqualified from entering into legal instruments as a result of penalties previously imposed by Apex-Brasil or being declared unfit by Brazil's Federal Government.

2.4.1. To prove the applicant's legal and fiscal regularity, the following documents will be required, which must be valid on the date of signature of the legal instrument and throughout the term of the sponsorship:

- a)** Proof of registration in the Brazilian National Registry of Legal Entities (CNPJ).
- b)** Articles of incorporation or charter with amendments, if any, duly registered with Brazilian competent bodies.
- c)** Minutes of election and/or act of designation of the persons qualified to represent the legal entity, if applicable.
- d)** Proof of good standing with the Brazilian National Treasury, upon presentation of a single Brazilian Debt Clearance Certificate (CND);
- e)** Brazilian FGTS Certificate of Good Standing.

2.4.2. For the purpose of proving tax regularity, a Positive Certificate with Negative Effect (a certificate that, though acknowledging the existence past liabilities, indicates compliance with obligations up the present) will be accepted.



2.4.4. For foreign applicants, the documentation related to legal qualification will be restricted to the articles of incorporation or similar documents under the terms of the respective international legislation. Proof of tax compliance will be waived.

2.4.5. If a tax irregularity is found at the time of payment of sponsorship, the sponsored party will be notified to remedy the irregularity, under penalty of termination of the sponsorship term and/or application of penalties provided for in these Regulations.

2.5. As a result of Apex-Brasil's analysis (which will cover all aspects of sponsorship, such as: compatibility of the application with Apex-Brasil's object and policies; history of the event, initiative, or activities and results obtained; adequacy of proposed amount in light of the sponsorship benefits offered and/or market practice, among others), Apex-Brasil's rights to negotiate the terms offered and to deny applications from third parties are safeguarded, not generating any obligation or any payment to applicants due to the formalization of sponsorship applications.

2.5.1. Apex-Brasil's technical analysis mentioned in item 2.5 will use its own matrix and preliminary analysis report for sponsorship evaluation.

2.6. The sponsored party must, in all possible cases, forward to Apex-Brasil the evaluation filled out by attendees at the sponsored activity, initiative or event(s), in order to enable Apex-Brasil's mechanisms to analyze the satisfaction level of attendees.

2.7. According to a specific internal standard, an integrity analysis of the sponsorship applicant will be carried out (Due Diligence of Integrity), prior to the formalization of the contract.

3. SPONSORSHIP BENEFITS

3.1. In order to grant sponsorship, Apex-Brasil must be ensured, respecting the peculiarities of each project, of one or more of the following sponsorship benefits:



- a) Exposure of Apex-Brasil's logo in advertising material, media, billboards, bus adverts, radio, TV, internet, social networks, yearbooks, magazines, and other means of dissemination.
- b) Inclusion of Apex-Brasil's logos in banners, posters, folders, invitations to launches, and the like.
- c) Publication of Apex-Brasil's name as a sponsor.
- d) Assignment of image rights.
- e) Granting of space for institutional exhibition or Brazilian products for export, if applicable.
- f) Participation of Apex-Brasil's representatives as speakers.
- g) Registration quotas and invitations in a quantity to be defined between parties.
- h) Right to distribute promotional material of interest to Apex-Brasil during the action and/or event.
- i) Other forms of institutional returns that may be proposed, as long as they are accepted by Apex-Brasil.

4. CONTRACT

- 4.1.** The contract instrument is mandatory in case of sponsorship and will comply with Apex-Brasil's standards. It may, at Apex-Brasil's discretion, follow the format proposed by the sponsored party, if it provides the minimum sufficient requirements of the object and the obligations and rights of parties, only taking effect after the signature by both parties.
- 4.2.** The contractual changes agreed between the parties, if justified, and those resulting from the need to extend the term, will be formalized by means of an amendment(s).
- 4.3.** Apex-Brasil reserves the right to cancel the sponsorship, if justified and by means of a written and reasoned act, due to a supervening fact sufficient for such conduct. The sponsored party will not be entitled to compensation as a result of the sponsorship cancellation, except for the right of the sponsored party in good faith to be reimbursed for charges it has incurred in fulfillment of the contract.
- 4.4.** The sponsored party shall execute the sponsorship in the established manner and provide all clarifications and information requested by Apex-Brasil, whose complaints it is obliged to attend promptly, as well as to inform Apex-Brasil, immediately and in writing, about any abnormality that it verifies in the execution of the sponsorship.



- 4.5. Apex-Brasil will not accept, under any pretext, the transfer of responsibility of the sponsored party to third parties, nor the allegation of lack of material or resources for the non-fulfillment of the obligations assumed.
- 4.6. It is forbidden for the sponsored party to pronounce on behalf of Apex-Brasil and to guarantee or use the sponsorship agreement for any financial operation, without prior knowledge and written authorization from Apex-Brasil.
- 4.7. The sponsored party will be subject to Apex-Brasil's standards, especially those of transparency and integrity, such as the Compliance Program and the Code of Ethics, which can be found on Apex-Brasil's website, and the Apex-Brasil Brand Style Guide.
- 4.8. Apex-Brasil may authorize the application of its brand, dissemination of video, publications on social networks, and the execution of pre-contractual sponsorship benefits before the signing of the contract. However, if the applicant chooses to execute the action in a pre-contractual manner, it will not entail, under any pretext, an obligation by Apex-Brasil to transfer amounts if the contract is not formalized by parties.

5. ACCOUNTABILITY

- 5.1. The accountability report must be forwarded to Apex-Brasil, in digital format, within 30 (thirty) days after the date of the event.
- 5.2. The report must include proof of the sponsorship benefits, with evidence of compliance and the extent of Apex-Brasil's brand exposure thoroughly demonstrated.
- 5.3. The accountability report must be presented conclusively in a single report and the sponsorship benefits must be numbered according to the sequence provided for in the contract. It should also contain the estimate of people who potentially saw the Apex-Brasil brand (people present at the event, copies distributed, *views* in posts or advertisements and other similar indicators applicable to the object to which the brand has been placed).
- 5.4. The items agreed as sponsorship benefits must be evidenced separately. Similar proofs will not be accepted for different sponsorship benefits items.
- 5.5. The sponsorship benefits that need to be proven by means of a photo must evidence the Apex-Brasil brand clearly and with good visibility.
- 5.6. Acknowledgements should be made considering the full name of the Agency: "Brazilian Trade and Investment Promotion Agency – ApexBrasil". Miscellaneous or incomplete denominations will not be accepted as evidence.



- 5.7.** The posts on social networks presented as sponsorship benefits are a responsibility of the applicant, and Apex-Brasil is responsible for the prior analysis of correct application of its brand in the referred materials. In the evidence, the posts must clearly state: the date, the logo/acknowledgement of Apex-Brasil and the number of views.
- 5.8.** The sponsorship benefits regarding the development of texts, articles in magazines and newspapers are a responsibility of the applicant, and Apex-Brasil is responsible for sending basic information for the preparation and prior analysis of the publication for approval purposes.
- 5.9.** The sponsorship benefits regarding booth, lounge, meeting room, and space for business rounds are a responsibility of the applicant, including assembly, furniture, decoration, and all infrastructure. Apex-Brasil will be responsible for sending and approving the logos that will be applied.
- 5.10.** The sponsored party is obliged to prove the execution of all the agreed sponsorship benefits.
- 5.11.** The evidence of the sponsorship benefit to which the sponsored party is obliged must be included in the report or be sent in an attached document, according to the examples below:
- a)** Media: original clippings of each advertisement published, containing the date and name of the vehicle; recording, on USB sticks; and broadcast spots, accompanied by media insertion/purchase maps.
 - b)** Promotional material: banners, billboards, bus adverts, banners, other similar adverts, and photos, recorded in media with identification of date and place proving the production and the quantity provided for in the contract.
 - c)** Print materials: copies of each material produced, evidencing production of the quantity provided for in the contract, for each item made.
 - d)** Acknowledgements (live or via voiceover) of the sponsor: audio and video recordings.
 - e)** Institutional film broadcasting: audiovisual record of the exhibition at the place where the project is held, identifying its audience.
 - f)** Insertion of the sponsor's brand on an electronic page on the internet, with a link to the Apex-Brasil website: printed pages of the website with identification of the verification dates and report with the number of accesses made.
 - g)** Assignment of quota of tickets/courtesies/invitations: receipts with attestation for on-site delivery or proof of shipment of vouchers.



- h)** Provision of space to the sponsor for the insertion of an advertisement or text in publications: copy of the publication.
- i)** Provision of space to the sponsor for the installation of a banner and/or blimp at the venue of the event: photos or video recordings, containing identification of date and place.
- j)** Assignment of space to the sponsor for promotional actions (closed sessions, business roundtables, meetings, among others): photos or video recording, containing identification of date and place.
- k)** Lectures or presentations by Apex-Brasil representatives: video recording containing the evidence, considering the time provided for in the contract.
- l)** Transfer of attendees' data: list with the data, considering the rules provided for in the Brazilian General Data Protection Law.
- m)** Assignments and rights to use images related to the project in the sponsor's institutional dissemination campaigns, including on its website, at no cost to Apex-Brasil: declaration of the sponsored party containing the assignments of rights.

5.12. Apex-Brasil may request an invoice for the contracts made.

5.13. In case of total or partial non-compliance with the sponsorship benefit agreed in the contract, the sponsored party must inform and formally justify the non-performance, and Apex-Brasil is responsible for the analysis and acceptance or not of the reasons presented, safeguarding the principles adversarial procedure and due process. In the case of sponsorship benefits not delivered, or partially delivered by the applicant, Apex-Brasil may evaluate and negotiate the possibility of substitution or compensation of the item, observing the equivalence between the sponsorship benefit not delivered/or partially delivered. Apex-Brasil will be responsible for the analysis and acceptance or not, observing the equivalence between the signed sponsorship benefit and the replaced one.

5.14. If it is found that it is impossible to offset or replace a sponsorship benefit not delivered or partially delivered, the value attributed to the sponsorship benefit not delivered or partially delivered will be disallowed.

6. PAYMENTS

6.1. The release of sponsorship funds will occur after the billing authorization by Apex-Brasil, which should preferably be after the effective execution of the activity, initiative or event, and after the due approval of the accountability report. However, at Apex-Brasil's discretion, there may be intermediate or anticipated installments, provided that they are paid in accordance with Apex-



Brasil's payment schedule and with due prior evidence of the proposed deliveries for each of these stages.

6.2. The release of financial resources by Apex-Brasil may be suspended or disallowed in the event of non-compliance with any clause of the sponsorship contract or failure to evidence the sponsorship benefits.

6.2.1. The suspension of the release of financial resources from Apex-Brasil will persist until the requirements are met and the rectifiable irregularities by the sponsored party are corrected.

6.2.2. The non-evidence of any item established as a sponsorship benefits allows Apex-Brasil to review the value of the sponsorship through the application of disallowances, according to the percentage provided for in the legal instrument established between the parties, or using criteria of proportionality and reasonableness in case the contract is omissive.

6.2.3. In case of disallowance, it is up to the sponsored party to issue the billing document, discounting the respective amount.

6.2.4. When the disallowance applied is higher than the amounts still pending release, or when the payment has been anticipated, the sponsored party must provide for the return of the amounts to Apex-Brasil's coffers within ten (10) days from the notification.

7. PENALTIES

7.1. For total or partial non-compliance with the obligations assumed with Apex-Brasil, including in cases of non-execution or non-evidence of the sponsorship benefits, the sponsored party will be subject to the following penalties, safeguarding the principle of preliminary defense and without prejudice to other applicable penalties:

- a)** Written warning.
- b)** Fine, as provided for in the contracting instrument.
- c)** Unilateral termination of the Sponsorship, without prejudice to other penalties.
- d)** Disallowance in an amount proportional to the non-compliance with obligations;
- e)** Disqualification to enter into new sponsorships and contracts with Apex-Brasil within a period of up to 02 (two) years; and
- f)** Indemnification for losses and damages, duly proven, that the partial or total non-performance may cause to Apex-Brasil.

7.1.1. Fines may be applied by deducting payments due by Apex-Brasil.



7.1.2. The penalties provided for shall be independent of each other and may be applied individually or cumulatively, without prejudice to other applicable measures.

7.1.3. In the application of penalties, the principle of proportionality between the seriousness of the infraction and the penalty assessment guidelines must be observed, to be regulated by an act of the Executive Board.

8. FINAL PROVISIONS

8.1. Throughout the process, from the initial application to the closing of the contract, the sponsored party must maintain a close relationship with the Apex-Brasil representative(s) designated to monitor the execution of the sponsorship, in order to ensure absolute transparency and full success of the project, with a view to a satisfactory result for both parties.

8.2. The administrative management remains detailed, as deliberated by the Executive Board of Apex-Brasil, through a normative act that will regulate the flow and procedures to be observed by the internal areas in the execution of these Regulations, as well as the analysis of the objectives, valuation of the applications and the cost-benefit ratio of the sponsorship project.

8.3. The sponsorship grant will be approved:

- a)** By the Executive Board of Apex-Brasil, up to R\$ 1,000,000.00 (one million Brazilian reais); or
- b)** By the Deliberative Council of Apex-Brasil, if the values of the sponsorships are greater than R\$ 1,000,000.00 (one million Brazilian reais).

8.4. The following will not be considered for sponsorship grant by Apex-Brasil:

- a)** Projects of placement in media or on platforms that function as a vehicle for dissemination, including broadcasts of events, where the sponsorship benefits are, exclusively, the receipt of time and/or media space in a vehicle for the exclusive use of the sponsor, without association with the sponsored project.
- b)** Exchange of materials, products, or services for the dissemination of a concept of positioning and/or brand exposure.

8.5. Apex-Brasil will also not sponsor:



- a)** Projects of a political-partisan nature and projects of a religious nature, except, in the latter case, those inscribed in the Intangible Heritage segment.
- b)** Projects whose investments raised, as sponsorship or support, have the purpose of financing electoral campaigns, holding rallies, speeches or any other activity linked to political parties, candidates and/or coalitions.
- c)** Projects that have the personal promotion of authorities or public servants.
- d)** Commemorative events of a class entity or representation of social groups.
- e)** Anniversary festivities of a municipality, institution, association, and the like, except for those that are of interest to Apex-Brasil, due to their historical importance or repercussion on the national scene.
- f)** Projects of a carnival and Christmas nature, except for those deemed to be of fundamental interest to Apex-Brasil.
- g)** Production of CDs or DVDs of any nature, admitting the insertion of a brand in these products as a sponsorship benefit.
- h)** Sports club and/or team of any modality.
- i)** Projects proposed by an individual.
- j)** Projects of legal entities whose officer, partner, or administrator is an employee of Apex-Brasil or a member of the Board of Directors, the Fiscal Council, or the Executive Board of Apex-Brasil, or a person who has a kinship with them up to the third degree. The same applies to the technical performance of such persons in the production of the project.
- k)** Projects that are presented by bodies of Brazil's direct public administration as the executing entity to be contracted.
- l)** Projects submitted by entities or companies that are in default with Apex-Brasil or other bodies of Brazil's public administration.
- m)** Projects that involve the exploitation of children or engage in practices involving degrading or slave labor.
- n)** Projects that display or perpetuate prejudice of any kind (race, gender, ethnicity, religion, sexual orientation, or any other).
- o)** Projects that are related to gambling or speculative activities.
- p)** Projects whose main or only sponsorship benefit is providing exhibition floor in fairs/shows and/or space for the construction of a booth/stand for Apex-Brasil or for companies and projects associated with it.
- q)** Projects whose sponsorship intention is only to ensure the participation of representatives or delegation of Apex-Brasil or the Applicant, through the purchase of credentials, tickets, or any other form of enabling entry and circulation in the event/initiative.



- r) Projects of entities in which Apex-Brasil is acting as a co-director, through agreements, contracts, or technical cooperation agreements, incurring or not costs.
- s) Projects in which Apex-Brasil is the sole sponsor.

- 8.6.** These Regulations shall enter into force on the date of their approval.
- 8.7.** Omissions and exceptions to these Regulations will be resolved by Apex-Brasil's Board of Directors.
- 8.8.** Complaints regarding conduct that violates these Regulations and/or other internal rules of Apex-Brasil must be forwarded to the Apex-Brasil Ombudsman's Office, through the Fala.BR platform, accessible at the address <https://falabr.cgu.gov.br/> or by the e-mail ouvidoria@apexbrasil.com.br.
- 8.9.** Questions regarding the interpretation of these Regulations will be resolved by Apex-Brasil's Legal Department.

9. HISTORY OF DRAFTING AND CHANGES

| Normative Act | Instrument of Approval | Approval Date | Duration | Responsible technical area |
|-------------------------|--------------------------------|---------------|-----------------|---|
| INA 031-00 | RD nº 20-11/2009 | 29/10/2009 | From 29/10/2009 | - |
| INA 031-01 | RD nº 08-04/2011 | 25/04/2011 | From 25/04/2011 | - |
| INA 031-02 | RD nº 26-06/2013 | 06/09/2013 | From 08/01/2013 | - |
| Sponsorship Regulations | CDA Resolution No. 05/2017 | 25/05/2017 | From 25/05/2017 | Marketing and Communications Department |
| Sponsorship Regulations | CDA Resolution No. 08-03/2019. | 30/09/2019 | From 30/09/2019 | Marketing and Customer Department |
| Sponsorship Regulations | CDA Resolution No. 23/2023. | 23/11/2023 | From 23/11/2023 | Marketing and Customer Department |