REFERENCE INSTRUMENT Nº 109/2026 - STAND ORGANIZATION AND RECEPTION SERVICES AT WINE PARIS 2027

The Instituto de Gestão, Planejamento e Desenvolvimento da Vitivinicultura do Estado do Rio Grande do Sul – CONSEVITIS-RS, headquartered at Alameda Fenavinho, No. 481, Block 2, suite 301, city of Bento Gonçalves, RS, CEP 95703- 364, Tax ID 44.563.912/0001-47, aims to hire a company responsible for stand organization and reception services.

1. JUSTIFICATION

This hiring is justified by virtue of Agreement No. 13-2/2024, signed by and between ApexBrasil and CONSEVITIS-RS, the contracting of a company responsible for stand organization and reception services for the Wines of Brazil stand at the Wine Paris Fair, to be held from February 15 to 17, 2027. The services shall include the following items.

2. PURPOSE OF PROVISION OF SERVICES

The contracted company shall provide assistance to the Wines of Brazil team for five days, from February 14 to 18, 2027. The company's team shall be available and present at the stand from 7:30 a.m. to 8:00 p.m.

On February 14th, the team will assist with booth organization, the receipt of promotional materials, the organization and storage of wines in the refrigerators, the inspection of the stand setup, and any other support that may be required by participating wineries.

The contracted company shall be responsible for:

a) <u>Regular staff</u>:

- One (1) bilingual receptionist (Portuguese-English) to be present at the stand from February 15 to 17, 2027, responsible for welcoming guests, serving and

preparing catering, scanning badges, and providing any other related services that may require support.

- One (1) kitchen staff member to be present from February 15 to 17, 2027, responsible for managing the designated area of the warehouse containing the kitchenette and for handling catering-related services. (English speaker);
- One (1) general coordinator to be present from February 15 to 17, 2027, responsible for coordinating the entire team. This person must be present at the stand from the opening until the closing of the Fair each day, providing direct support to and maintaining communication with the Wines of Brazil team. (English speaker)
- One (01) Support staff responsible for replenishing the glasses and organizing the area designated for the wineries. In addition, the person will also be responsible for cleaning the stand throughout the three (3) days of the Fair (English speaker).

The contracted team will also be responsible, together with the Wines of Brazil team, for receiving contact cards from potential buyers visiting the stand and forwarding them to the respective wineries. Due to the limited number of staff available, the contracted team may also be required to provide assistance to the wineries at their individual booths when the winery representatives are temporarily unavailable.

b) <u>Catering services</u>:

The supplier shall be responsible for providing or hiring catering services for the three (3) days of the Fair, from February 15 to 17, which must include the following ***quantities per day***:

- Fifty (50) sandwiches as the main meal, to be delivered to the Wines of Brazil stand and served as lunch exclusively to the Brazilian wineries and Wines of Brazil team;
- Thirty (30) snack packs for an “end-of-day snack,” each containing at least one (1) bag of mixed nuts, one (1) chocolate item, and one (1) juice. These snack packs will be served in the afternoon exclusively to the Brazilian wineries and Wines of Brazil team;
- Cubed cheese and fresh bread to be available to exhibitors throughout the day;

- Water in a pitcher for the exhibitors, as well as fifty (50) 500 ml bottles of water per day;
- One (1) Nespresso coffee machine, with a minimum of seventy (70) coffee capsules per day, including disposable stirrers and cups, sugar, sweetener, and milk;
- The supplier shall be responsible for storing and serving the food;
- All kitchen maintenance supplies, including cloths, cleaning products, hand sanitizer, gloves, and cleaning sprays, must be included in the quoted price, as well as materials required for the daily cleaning of countertops;
- Ten (10) bottles of hand sanitizer;
- Large waste bins and garbage bags for the three (3) days of the Fair, as well as smaller waste bins and garbage bags for the winery counters and the Discovery table, together with general cleaning products and equipment, including buckets, brooms, and other necessary items.

3. TERM

The term of this Agreement shall commence on the date of its execution and shall remain in effect until the end of the Fair and the completion of all related services, provided that all obligations and duties assumed by the parties have been fully performed.

4. FINANCIAL PROPOSAL

The financial proposal must be submitted in **EURO** (EUR), in accordance with this Reference Instrument, and must contain the following information:

a) Company name, Unique Taxpayer Reference, address, telephone number, and email address;
b) Description of the aforementioned scope of services;
c) Quantity of items/services to be provided;
d) Date of issuance of the proposal;
e) Legible name and signature of the legal representative;
f) Total amount and payment terms.

The financial proposal must be submitted in **euros (EUR)** in accordance with this request. The amount quoted must include all expenses of any kind necessary for the full

performance of the Agreement, including, but not limited to, taxes, labor and social security costs, travel, meals, and accommodation expenses.

5. FORM AND DEADLINE FOR SUBMISSION OF FINANCIAL PROPOSALS

The financial proposal must be submitted to the following email addresses: **rafael@winesofbrazil.com.br** and **rodolfo@winesofbrazil.com.br**, by **December 04th, 2027, at 6:00 p.m**. (Brasília Time).

Further information may be requested by email: rafael@winesofbrazil.com.

6. SELECTION CRITERIA

The financial proposal must be submitted in accordance with the requirements set forth in this Reference Instrument.

Suppliers shall be disqualified in the following cases:

a) The company is in default with CONSEVITIS-RS, or the company and/or its partners are not in good standing with their tax and legal obligations at the time of qualification, hiring, and/or throughout the term of the Agreement;

b) The supplier is proposed by a permanent employee of CONSEVITIS-RS or by any of their relatives up to the third degree of kinship;

c) The company has, among its partners, politically exposed persons, persons involved in disputes with the Public Administration (Federal, State, and/or Municipal), or persons involved in facts or proceedings related to crimes against the financial system, public administration, or the environment, as well as crimes related to labor conditions, embezzlement, corruption, or any other criminal offenses that may compromise the supplier's reputation or eligibility.

7. PUBLICATION OF RESULT

At the discretion of CONSEVITIS-RS, decisions may be published on the CONSEVITIS-RS website (www.consevitis-rs.com.br) or communicated by any other means that provides unequivocal proof of receipt of the communication.

The results shall be published within ten (10) days after the deadline for submission of the proposals.

8. DOCUMENTS AND FORMALIZATION OF THE AGREEMENT

Under penalty of immediate disqualification, the winning company must, within twenty (20) days from the date on which the confirmation email is sent by CONSEVITIS-RS, submit the following documents:

a) At least two (2) certificates of technical capacity, issued in the name of the bidder by a legal entity governed by public or private law and established for more than six (6) months, certifying that the company has provided similar services and is qualified to perform activities that are relevant to and compatible with the scope of this Reference Instrument;
b) The company's articles of association;
c) Unique Taxpayer Reference;
d) Document proving the identity and authority of the company's legal representative;
e) Statement certifying that the company does not have, in its corporate structure and/or management, any spouse, partner, or direct or collateral relative, by blood or affinity, up to the third degree of kinship, of any manager or employee of CONSEVITIS-RS or of any of the entities comprising the Institute, regardless of the nature of their employment relationship;
f) Declaration that the company complies with the Brazilian General Data Protection Law (LGPD), Law No. 13.709/2018, as well as with the General Data Protection Regulation (EU) 2016/679 (GDPR).
g) Conflict of Interest Declaration, declaring any actual, potential, or apparent conflicts of interest that may compromise my impartiality, independence, or objectivity in the performance of activities related to this process.

After reviewing the aforementioned documents, CONSEVITIS-RS shall send the Agreement to the winning company.

9. PAYMENT METHOD

In accordance with the standard practice for contracts of this nature, payment shall be made in two installments of fifty percent (50%) each.

The first installment, corresponding to fifty percent (50%) of the total contract amount, shall be paid prior to the start of the Fair, in January. The remaining fifty percent (50%) shall be paid after the Fair has ended and all services have been fully completed, in late February early March.

Payments shall be made upon submission of an invoice issued in accordance with the guidelines provided by the CONSEVITIS-RS team. Payment shall not be made unless all required documents have been duly submitted.

The invoice/bill issued by the contractor company must contain a detailed description of the services provided, in accordance with the purpose of the agreement and the details of the agreement to be obtained from CONSEVITIS-RS.

The Invoice must present the following information: “Serviços de organização / contratação de feira - Wine Paris 2027 | CONVÊNIO APEX-BRASIL / CONSEVITISRS”

10. SERVICE ASSESSMENT

CONSEVITIS-RS shall have the right to thoroughly inspect and oversee the provision of the services covered by this Reference Instrument, through its designated representatives, who shall have the following main duties:

a) Require the CONTRACTOR to strictly comply with the provisions of this Reference Instrument and the Agreement, as well as with the best practices and techniques generally accepted for the performance of the services covered by this Instrument;
b) Require the CONTRACTOR to perform, correct, or redo any defective services;
c) Monitor the conditions under which the services are provided and agree with the CONTRACTOR on any changes during the execution of the services that may be deemed appropriate or necessary. In the event of delays in the provision of services, require the CONTRACTOR to adopt a different work schedule or regime, as necessary;
d) Provide ongoing assistance and oversight during the provision of the services, interpreting and resolving any issues that may arise;
e) Forward to the CONTRACTOR any communications that may be necessary in connection with the inspection and oversight of the services provided;
f) Certify the performance of the services for purposes of the tax document to be submitted;
g) Verify the CONTRACTOR's tax, social security, and labor compliance, without prejudice to complying with any requests made by the CONTRACTING PARTY;
h) Establish deadlines for the CONTRACTOR to comply with any requirements or corrective measures arising from the inspection and oversight of the services.

11. GENERAL PROVISIONS

The deadlines set forth in this Reference Instrument are non-extendable and shall be counted in calendar days.

The CONTRACTOR shall comply with all applicable laws and regulations. No employees and/or representatives of the CONTRACTOR shall have an employment relationship with CONSEVITIS-RS. All labor, social security, fiscal, and tax obligations arising from the employment or engagement of such employees and/or representatives shall be the sole responsibility of the CONTRACTOR.

The CONTRACTOR shall maintain strict secrecy and confidentiality with respect to any information, data, processes, formulas, codes, records, flowcharts, logical diagrams, devices, models, or other materials owned by CONSEVITIS-RS to which it may have access as a result of the provision of the services.

The amount/price shall remain fixed and non-adjustable throughout the term of the Agreement.

CONSEVITIS-RS shall not be responsible for any debts, payments, or advance payments owed by the bidder to its suppliers.

The name and/or identity of CONSEVITIS-RS, the Government of the State of Rio Grande do Sul, or Apex-Brasil may not be used by bidders for their own benefit or for any other unauthorized purpose.

The CONTRACTOR may not provide services that involve any conflict of interest with the purpose or scope of this Agreement.

Without prejudice to any other obligations to be established under the Agreement, the CONTRACTOR's obligations shall include the following:

a) Perform all services related to the scope of this Agreement and specified in this Reference Instrument;

b) Provide CONSEVITIS-RS with any information and clarification regarding acts or facts that may adversely affect the reputation or eligibility of the winning bidder, its partners, and/or representatives, whether or not specifically requested to do so;
c) Maintain, throughout the term of this Agreement, all qualification requirements and conditions required for the hiring;
d) Comply with all applicable federal, state, and municipal laws and regulations and be responsible for any losses or damages resulting from non-compliance with such laws and regulations. Where applicable, the CONTRACTOR shall also comply with foreign laws and regulations applicable to services performed or provided abroad;
e) Assume full responsibility for all social, labor, social security, tax, commercial, and civil obligations, including any direct or indirect liabilities, as well as any other obligations related to the scope of this Agreement;
f) Be liable to CONSEVITIS-RS and the suppliers for any losses and damages resulting from delays in meeting the agreed deadlines, as well as from any negligence, fault, or willful misconduct in the performance of the services for which it is responsible;
g) Be liable for any losses and damages caused to CONSEVITIS-RS or third parties as a result of the performance of this Agreement by its employees, agents, subcontractors, or other representatives, whether arising from contractual or non-contractual liability and whether based on fault or strict liability. The CONTRACTOR shall also assume responsibility for defending and handling any legal claims brought by third parties arising from the performance of this Agreement, including, but not limited to, labor claims arising from facts or circumstances related to the performance of the Agreement;

Immediately notify CONSEVITIS-RS of any extraordinary, abnormal, or unforeseen circumstances arising during the performance of the services, so that appropriate measures may be taken.

12. PENALTIES

Without prejudice to the right to terminate the Agreement immediately in the event of non-performance or delay in the provision of the services, the CONTRACTOR shall be subject, in the event of failures, irregularities, or non-compliance with the agreed deadlines, to the following penalties, which may be applied separately or cumulatively:

a) Written warning;
b) Fine of ten percent (10%) of the duly adjusted estimated value of the Agreement, in the event of non-compliance with any provision of this Reference Instrument or the Agreement;
c) Interest of one percent (1%) per month on the estimated value of the Agreement, accruing from the date of default until the obligation is duly fulfilled.

13. OBJECTION

A period of up to five (5) calendar days from the date of publication of these Terms of Reference shall be granted for the submission of objections, provided that such objections are submitted before the deadline for financial proposals. After this period, the right to object shall be deemed waived.

Bento Gonçalves/RS, November 12th of 2026.

INSTITUTO DE GESTÃO, PLANEJAMENTO E DESENVOLVIMENTO DA VITIVINICULTURA DO ESTADO DO RIO GRANDE DO SUL (CONSEVITIS-RS)
MAICON GALIOTTO
PRESIDENT