

1. PURPOSE

1.1. Execution of a contract with a specialized company to provide consulting services and perform the necessary actions for the opening of an Embratur's Facility in the City of Dubai - United Arab Emirates, encompassing the legal, accounting, tax and financial activities, as well as other related services to EMBRATUR, pursuant to the provisions in this instrument. The contract shall be paid in US Dollars.

ITEM	DESCRIPTION/SPECIFICATION	Measurement Unit	QUANTITY
	Consulting services and perform the necessary actions for the opening of an Embratur's Facility in the City of Dubai - United Arab Emirates, encompassing:	Un	01
1	- Drafting of a report containing information for the implementation of Embratur's Facility in Dubai	Un	01
2	- obtainment of permit to operate Embratur's Facility in Dubai (Mainland Entity)	Un	01
3	- establishment of an Embratur's office in Dubai (Representative Office).	Un	01

1.2. The performance regime of this contract shall be the Unit Price Contract.

1.3. The contract shall be effective for twelve (12) months, which may be extended at the parties' interest within five (5) years.

2. LEGAL GROUNDS

2.1. Law No. 14.002/20 - Institution of the Brazilian Tourism Institute - EMBRATUR.

2.2. Law No. 13.303/16 - Provisions on the legal statute of the government-owned company;

2.3. EMBRATUR's Bidding Procedure and Contract Manual - CDE Resolution No. 17/2021.

2.4. Regulation for the Management of Embratur's Facilities Abroad - CDE Resolution No. 05/2021.

3. DESCRIPTION OF THE SOLUTION

3.1. The description of the solution as a whole encompasses the provision of consulting services and performance of the necessary actions for the opening of an Embratur's Facility in the City of Dubai - United Arab Emirates, encompassing the legal, accounting, tax and financial activities, as well as other related services to EMBRATUR, as follows:

3.1.1 Directing Embratur on all forms of organizing a legal entity in the United Arab Emirates and, more precisely, in Dubai, including information on the particulars (pros and cons) of every modality;

3.1.2. Directing Embratur on the legal, accounting and financial formalities required for the registration of a legal entity in Dubai;

3.1.3. Directing Embratur on the procedures required to open a bank account in Dubai;

3.1.4. Directing Embratur on due costs and fees for the implementation of an Embratur's Facility in Dubai;

3.1.5. Preparing, starting and thoroughly monitoring the implementation of the administrative process towards the organization of the Embratur's Facility in Dubai, encompassing:

3.1.5.1. legal, accounting, tax, financial activities and related services; 3.1.5.2. obtainment of permit to operate in Dubai (Mainland Entity); and

3.1.5.3. establishment of an office (Representative Office).

3.1.6. Once the modality of organization of a legal entity in the United Arab Emirates is decided and implemented, directing Embratur in the obtainment of the mainland entity status. 3.2. The estimated time to settle the Embratur's Facility in Dubai is ninety (90) days.

4. JUSTIFICATION AND PURPOSE OF THE CONTRACT

4.1. The purpose of the contract is to direct and assist Embratur in performing the necessary actions for the creation of its own facility in the City of Dubai. This manager understands that the execution of a prior consulting contract is fundamental in order to ensure a better understanding of the nuances and particulars of the legal laws, in order to not prejudice Embratur's interests, assuring a more efficient, expeditious and cost-effective operation. It should be mentioned that Embratur's Advisory Board itself agrees with said understanding, since it expressly consigned the possibility of executing consulting contracts during the preliminary stage of opening the Agency's facilities abroad (sub-item A, item 3.2 of the Regulation for the Management of Embratur's Facilities Abroad - CDE Resolution 05/2021 (72100.000169/2021-85)).

4.2. This contract is a consequence of the case No. 72100.000206/2021-55, which refers to the international expansion of Embratur's activities. The intent hereof is to establish the contractual relationship through no-bid contract, as a waiver to any bidding process for the performance of the consent contained in item III of the head provision in art. 5 of Law 14.002/2020, on the grounds of item XXI of the article 9 in Embratur's Bidding Procedure and Contract Manual (CDE Resolution 03/2020 - 72100.001480/2020-61).

4.3. A preliminary market research was carried out prior to this contract, whose purpose was to understand the local *modus operandi* and map the services rendered thereat in order to guide this process. Embratur contacted the company recommended by Dubai Chamber and faced a number of variables that may affect the service prices, namely the activities to be carried out by the facility and the location of its physical installation, as described in the communication (0394347).

4.4. Considering the legal nature and the legal purposes of this Agency, it selected a license named Representative Office, which does not allow the direct activity by any facility in the tourism sector (such as the sale of tours and travel packages); however, it allows for the performance of international promotion of Brazilian destinations - Embratur's actual interest in the location. Furthermore, it was verified that said location does not allow for the performance of direct transactions or the assumption of obligations by the facility. Once more, said limitation does not affect the objectives sought hereunder, since Embratur's laws only acknowledges the validity of contracts and other instruments executed by at least two (2) out of the three (3) Officers legally appointed herein.

5. CONTRACT PERFORMANCE MODEL

5.1. The contract performance shall abide by the following dynamics:

5.1.1. For the performance of the services hereunder, a Service Order or equivalent instrument shall be issued, which shall serve as a permit to start the services, as set forth in this Reference Term.

5.1.2. The performance of the services shall start within five (5) days of the issuance of the Service Order, as follows:

5.1.2.1. The contractor shall produce the report, in English, containing solutions for the following demands and justifications thereto:

5.1.2.1.1 Forms of organizing a legal entity in the United Arab Emirates and, more precisely, in Dubai, including information on the particulars (pros and cons) of every modality;

5.1.2.1.2. Legal, accounting and financial formalities required for the registration of a legal entity in Dubai; 5.1.2.1.3. Procedures required to open a bank account in Dubai;

5.1.2.1.4. Due costs and fees for the implementation of an Embratur's Facility in Dubai;

5.1.2.1.5. Description of the administrative process towards the organization of the Embratur's Facility in Dubai;

5.1.2.1.6. Directions on the obtainment of the mainland entity status; and

5.1.2.1.7. The estimated time to settle the Embratur's Facility in Dubai.

5.1.2.2. The services related to the drafting of the report shall be completed within fifteen (15) days of the receipt of the Service Order by CONTRACTOR.

5.1.2.3. The services required for the obtainment of permit to operate Embratur's Facility in Dubai (Mainland Entity) shall start after the analysis of the report provided for in sub-item 5.1.2.1. by CONTRACTING PARTY.

5.1.2.4. The item referring to the settlement of Embratur's office in Dubai (Representative Office) shall be considered as completed as soon as CONTRACTOR produces the declaration that the services required by CONTRACTING PARTY are fully operational in the City of Dubai.

5.3. The completion term of the services may be extended, at the parties' interest, provided that it is formally justified by CONTRACTOR and accepted by CONTRACTING PARTY.

5.4. The communication between CONTRACTOR and CONTRACTING PARTY shall be through telephone calls, e-mails or mails to be given by the post office.

6. CONTRACTING PARTY'S OBLIGATIONS**6.1. CONTRACTING PARTY undertakes to:**

- 6.1.1. Require the performance of all obligations undertaken by CONTRACTOR, in accordance with the contractual clauses and terms of its proposal.
- 6.1.2. Monitor and inspect the services, through an employee specially designated for such purpose, by noting the detected failures on proper record and indicating day, month and year, as well as the name of the employees that may be involved, and submitting the notes to the competent authority for the applicable arrangements;
- 6.1.3. Notify CONTRACTOR in writing of the event of any occasional imperfections, failures or irregularities observed over the course of the performance of the services, by setting the correction period, making sure that CONTRACTOR proposes the most appropriate solutions;
- 6.1.4. Pay to CONTRACTOR the amount resulting from the provision of the service, pursuant to the conditions set forth in the contract;
- 6.1.6. Issue the acceptance of the purpose hereof after verifying the compliance of the contracted services, rejecting whatever is not in agreement through notice to CONTRACTOR;
- 6.1.7. Withhold due taxes on CONTRACTOR's Invoice amount, as applicable, in compliance with the law in force;
- 6.1.8. Not perform interference acts in CONTRACTOR's management, such as:
 - 6.1.8.1. exceeding the power on CONTRACTOR's employees, for which it shall only report to the assigns or representatives appointed by CONTRACTOR, unless the purpose of the contract provides for the direct service, such as in user's welcoming and support services;
 - 6.1.8.2. directing the hiring process of persons work at CONTRACTOR's companies;
 - 6.1.8.3. promoting or accepting the job function irregularities of Contractor's workers, upon using them in any activities other than those provided for in the purpose of the contract and with respect to the specific job function for which the worker has been hired; and
 - 6.1.8.4. considering Contractor's workers as occasional employees of the authority or entity in charge of hiring them.
- 6.1.9. Provide the necessary information and clarification for the development of the services hereunder;
- 6.1.10. Communicate with CONTRACTOR, solely through the person formally appointed for such purpose;
- 6.1.11. Perform periodic assessments of the service quality, after the acceptance thereof;
- 6.1.12. Inform the legal representation authority to take the applicable arrangements in event of any breach to CONTRACTOR's obligations; and
- 6.1.13. File, among other documents, designs, technical specifications, budgets, acceptance certificates, contracts and amendments, technical inspection reports after the service acceptance and notifications issued thereunder.

7. CONTRACTOR'S OBLIGATIONS**7.1. CONTRACTOR undertakes to:**

- 7.1.1. Perform the services pursuant to the specifications in this Reference Term and its proposal, with the provision of the necessary information for the strict compliance with the contractual clauses;
- 7.1.2. Repair, correct, remove or replace, at its expenses, in whole or in part, within the period of time set by the contract inspector, the services performed in which defects or inaccuracies are observed as a result of the performance;
- 7.1.3. Be liable for the defects and damages arising from the performance of the purpose, as well as any and all damages caused to EMBRATUR, for which it shall promptly reimburse CONTRACTING PARTY in full;
 - 7.1.3.1. In event of the provisions in item 7.1.3, CONTRACTING PARTY is authorized to deduct the amount corresponding to the sustained damages from the payments due to CONTRACTOR.
- 7.1.4. Use qualified employees with familiarity with the services to be performed, in compliance with the rules and orders in force;
- 7.1.5. Inform the contract Inspector, within twenty-four (24) hours, of any abnormal event or accident verified in the location of the services;
- 7.1.6. Provide every clarification or information requested by CONTRACTING PARTY or its representatives;
- 7.1.7. Assure CONTRACTOR's access, at any time, to the workplaces, as well as the documents relating to the performance of the service;
- 7.1.8. Previously submit in writing to CONTRACTING PARTY, for purposes of analysis and approval, any changes of the executive methods other than the specifications in this Reference Term;
- 7.1.9. Provide the services within the established parameters and routines, by supplying all materials, equipment and utensils in proper quantity, quality and technology, in compliance with the recommendations accepted by the good techniques, rules and laws.
- 7.1.10. Keep, throughout the effective term of the contract, all the qualification conditions required in the execution of the contract in compatibility with the obligations undertaken therein.
- 7.1.11. Exclusively assume the risks and expenses arising from the good and strict performance of the purpose;
- 7.1.12. Appoint a representative to represent it while performing the contract;
- 7.1.13. Allocate the amount of employees required for the strict performance of the services under the contract to be executed;
- 7.1.14. Be liable for the defects and damages arising from the purpose;
- 7.1.15. Perform the services pursuant to the specifications in this Reference Term and its proposal, with the provision of the necessary information for the strict compliance with the contractual clauses;
- 7.1.16. Prohibit the use, while performing the services, any employee who is a relative to any public official holding a commissioned office or function of trust at CONTRACTING PARTY, pursuant to article 7 of the Decree No. 7.203, of 2010;
- 7.1.17. Shut down, as ordered by CONTRACTING PARTY, any activity not performed in accordance with the good techniques or jeopardizing the safety or persons or third-party assets.
- 7.1.18. Support the technical and administrative organization of the services, in order to conduct them in an effective and efficient manner, in accordance with the documents and specifications that are part of this Reference Term, within a definite period of time.
- 7.1.19. Carry out the works in strict compliance with the rules in the local law;
- 7.1.20. Not allow the use of any employee in breach to the local labor law;
- 7.1.21. Keep secrecy on all information obtained as a result of the performance of the contract;
- 7.1.22. Pay the burden arising from any occasional mistaken sizing of the quantities of its proposal, including the variable costs arising from future and uncertain factors, which shall be supplemented, in case the quantity initially estimated in its proposal is not satisfactory to comply with the purpose of the bidding process, unless in event of any of the following events:
 - 7.1.22.1. Change of the design by EMBRATUR;
 - 7.1.22.2. Supervenience of any exceptional or unpredictable fact;
 - 7.1.22.3. Interruption of the services upon EMBRATUR's order and interest;
 - 7.1.22.4. Increase of the demanded quantities initially provided for herein; and
 - 7.1.22.5. Omission or delay on arrangements to be taken by EMBRATUR.
- 7.1.23. Assure to CONTRACTING PARTY:
 - 7.1.23.1. The intellectual property right of the products specifically developed, including on occasional adjustments and updates to be made, right after the receipt of every installment, on a permanent basis, allowing Contracting Party to distribute, change and use them without limitations;
 - 7.1.23.2. The copyrights of the solution, design, its technical specifications, produced and similar documents, all the other products generated from the performance of the contract, including those produced by third-party subcontractors; the use of the foregoing is prohibited without any express consent by CONTRACTING PARTY, under penalty of fine, without prejudice to the applicable civil and criminal sanctions.

8. SUBCONTRACTING

- 8.1. The subcontracting of the purpose of the bidding process shall not be allowed.

9. PERFORMANCE CONTROL AND INSPECTION

- 9.1. The monitoring and inspection of the contract performance consist of the verification of the compliance with the service provision, materials, techniques and equipment used, in order to assure the smooth performance of the adjustment, which shall be exercised by one or more representatives of CONTRACTING PARTY.

- 9.2. The verification of the suitability for the provision of the service shall be performed based on the criteria provided for in this Reference Term.
- 9.3. The assessment shall be followed by CONTRACTING PARTY's employees.
- 9.4. CONTRACTING PARTY's representative shall record the verified events by taking the necessary arrangements for the strict compliance with the contractual clauses.
- 9.5. The inspection of the contract shall, upon verifying that there was any undersizing of the agreed-upon productivity, inform the authority in charge to perform the amendment to the contract in light of the effective productivity.
- 9.6. The full or partial breach to the obligations and responsibilities undertaken by CONTRACTOR shall result into the enforcement of administrative sanctions, as provided for in Embratur's Bidding Procedure Manual, which may result into the termination of the contract.
- 9.7. The inspection addressed in this clause does not exclude or reduce CONTRACTOR's liability, also to third parties, for any irregularity, even if it results of technical imperfections, latent defects or use of improper or lower-quality material and, in which case, does not result into the joint liability of CONTRACTING PARTY or its agents, managers and inspectors.

10. RECEIPT AND ACCEPTANCE OF THE CONTRACT

- 10.1. The services under this contract shall be received as follows:
- 10.1.1. On a provisional basis, at the time of the receipt of the invoice for effect of further verification, pursuant to the specifications;
- 10.1.2. On a definite basis, within fifteen (15) calendar days of the provisional receipt, for verification of the adjustment of the contract to the specifications and further acceptance thereof.
- 10.2. The products or services not meeting the requirements set in the service specification shall be rejected.
- 10.3. After inspecting the services rendered, the manager or, in their absence, the substitute manager shall point out to CONTRACTOR that the services are in compliance with the specifications of the Reference Term and the issuance of the Invoice is authorized, the receipt of which shall be through the certificate from the requesting facility.
- 10.4. The indication of compliance with the performance of the contract does not exclude CONTRACTOR's liability for the losses resulting from the incorrect performance of the service or, at any time, the warranties provided and liabilities undertaken (in contract or Service Order) and by operation of the legal provisions in force.
- 10.5. The services may be rejected, either in whole or in part, whenever they are in disagreement with the specifications in this Reference Term and in the proposal, and shall be corrected/redone/replaced within the term set by the service inspector, at CONTRACTOR's expenses, without prejudice to the enforcement of penalties.

11. PAYMENT (to be confirmed with the foreign company!)

- 11.1. The payment shall only be authorized after the "CERTIFICATE" provided by the manager or, in their absence, the Substitute manager of the contract in the invoice produced for such purpose.
- 11.2. In event of any error in the production of the Invoice or the documents relating to the demand, or also any circumstance precluding the settlement of the expense, such as, for example, pending financial obligation as a result of any penalty imposed or delinquency, the payment shall be interrupted until CONTRACTOR arranges for the corrective measures. In this case, the payment term shall start after the evidence of the status compliance, not entailing any encumbrance to CONTRACTING PARTY.
- 11.3. The date of payment shall be considered as the date on which the bank order for payment is observed as issued.
- 11.5. At the time of payment, the taxes shall be withheld as provided for in the applicable law.
- 11.6. After meeting all of the aforementioned requirements and hearing EMBRATUR's pending proceedings, the Financial Coordination shall make the payment within ten (10) business days of the receipt of said proceeding.
- 11.6.1. In event of occasional late payments as provided for in item 11.6, provided that CONTRACTOR has not caused it in any way, it is hereby agreed that the financial compensation fee due by CONTRACTING PARTY shall be calculated upon the application of the following formula:

EM = I x N x VP, where:

EM = Late payment charges;

N = Number of days from the estimated date of payment and the actual payment;

VP = Amount of the installment to be paid.

I = Financial compensation index = 0.00016438, appraised as such:

I = (TX)	$1 = \left(\frac{6}{100} \right)$ 365	$1 = 0.00016438$ TX = Annual rate percentage = 6%
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12. ADJUSTMENT

- 12.1. The prices are fixed and non-adjustable.
- 12.2. The possibility of economic and financial recovery of the contractual amounts is hereby assured, which shall provide for the proof methods of the new market definitions to result into the economic imbalance of the contract, as ratified by any cost spreadsheets.
- 13.1. The prices are fixed and non-adjustable within one (1) year of the limit date to present the proposals.
- 13.2. Within the effective term of the contract and upon CONTRACTOR's request, the prices in the contract may be adjusted after one (1) year, by applying the Broad Consumer Price Index - IPCA, solely for the obligations started and completed after the annual payment.
- 13.4. In event of delay or failure to disclose the adjustment index, CONTRACTING PARTY shall pay to CONTRACTOR the amount calculated as a result of the latest known variance, settling the corresponding deficiency as soon as the definite index is disclosed. CONTRACTOR is hereby required to present the calculation log referring to the price adjustment to the remaining amount, whenever it takes place. 13.3. In the adjustments following the first one, the minimum term of one (1) year shall count from the financial effects of the latest adjustment.
- 13.5. In the final appraisals, the index for adjustment shall necessarily be the definite index.
- 13.6. If the index set for adjustment may be terminated or may not otherwise be used, the superseding index determined by the law then in force shall be used in lieu thereof.
- 13.7. In absence of any legal forecast as for any substitute index, the parties shall select a new official index for the price adjustment to the remaining amount, through an Amendment thereto.
- 13.8. The possibility of economic and financial recovery of the contractual amounts is hereby assured, which shall provide for the proof methods of the new market definitions to result into the economic imbalance of the contract, as ratified by any cost spreadsheets.

13. PERFORMANCE BOND

- 13.1. There shall be no requirement for performance bond.

14. ADMINISTRATIVE SANCTIONS

- 14.1. As a result of the full or partial performance of the purpose of this contract, EMBRATUR may enforce the following sanctions against CONTRACTOR:
- 14.1.1. warning;
- 14.1.2. fines:
- 14.1.2.1. of two percent (2%) of the total amount of the Service Order, in which any product or service assigned thereto has been delivered or performed in arrears, as applicable per day of delay; delay is hereby understood as the failure to comply with the service performance term;
- 14.1.2.2. of 1% of the total contract price, due to the breach to any of the clauses or conditions herein other than those specified in sub-item 14.1.2.1, as enforced in double in event of recurrence.
- 14.1.3. suspension of bidding with EMBRATUR for up to two (2) years.
- 14.2. The enforcement of any sanction is conditioned to any sanctioning administrative proceeding becoming unappealable, which shall ensure the adversary proceeding and the right to be heard.
- 14.3. The dosimetry of the sanction shall take into consideration the *de facto* and *de jure* reasons presented by CONTRACTOR, the severity and the scope of potential or actual losses for EMBRATUR and the reproachableness of the conduct, which shall comply with the exhaustive order provided for in item 14.1, in which the warning is the mildest and the suspension of bidding is the most severe.
- 14.4. The fine sanction may be simultaneously enforced with the other sanctions, whenever any equity gain to CONTRACTOR or significant loss to EMBRATUR is identified.

16. SELECTION METHOD OF THE PROVIDER.

- 16.1. No technical qualification criteria shall be used for the execution to the contract under this Reference Term.
- 16.2. The proposal judgment criterion is the lowest bid price.
- 16.3. In this contract, there are no items in installments, since the grouping is technically feasible and, in virtue of the particular circumstances of this case (implementation of an Embratur's Facility in Dubai), the execution of contract through isolated items could bring undesirable risks to the achievement of the Agency's objectives.

15. BUDGETARY RESOURCES

The budgetary forecast to overcome the expenses of this contract shall be paid out of Embratur's budget forecast for 2022, as described below:

Nature of the Expense: 33903501

Entity: 54000 - Ministry of Tourism - MTUR

Facility: EMBRATUR - Brazilian Tourism Institute

Position: 04 - Management

Sub-Position: 122 - General Management

Program: EMBRATUR's Management and Maintenance

16. DATA PROTECTION.

- 16.1. Contractor shall comply with the personal data protection obligations and the orders from regulatory/supervisory entities, in accordance with Law No. 13.709, of August 14, 2018 (General Data Protection Act - LGPD) and amendments thereto in Law 13.853, of July 08, 2019.
- 16.2. Embratur does not authorize the use, sharing or marketing of any occasional data elements arising from or created from the processing of personal data set forth in contract.

17. RISK MATRIX

- 17.1. - In occurring any event listed in the Risk Matrix in this instrument (item 17.8), CONTRACTOR shall, within one (01) business day, notify EMBRATUR of such event in a document containing the following minimum information:
- 17.1.1. Details of the event, including its nature, date and estimated duration;
- 17.1.2. The arrangements in force in order to mitigate the risk of the materialization of the event, if any;
- 17.1.3. The arrangements to be taken in order to cause the effects of the event to cease and the estimated period for such effects to cease;
- 17.1.4. The contractual obligations that are not or shall not be performed in virtue of event; and
- 17.1.5. Other relevant information.
- 17.2. After the notification, EMBRATUR shall make a decision on the event and may request CONTRACTOR for additional clarifications. In its decision, EMBRATUR may temporarily release CONTRACTOR from performing the contractual obligations affected by the event.
- 17.3. The grant of the release does not exclude the possibility of enforcing the sanctions.
- 17.4. The acknowledgment by EMBRATUR of the events described in item 17.8 (Risk Matrix) hereto affecting the performance of the contractual obligations, with sole liability to CONTRACTOR, shall not result into the recovery of the economic and financial balance of the Agreement, so such risk shall be solely borne by CONTRACTOR.
- 17.5. The facts considered as unpredictable or predictable with incalculable consequences, delaying or impeditive for the performance of the contract not provided for in item 17.8 (Risk Matrix) shall be decided upon agreement between the parties, with respect to the recovery of the economic and financial balance of the contract.
- 17.5.1. The contract may be terminated, in case it is shown that all arrangements to cure the effects were taken and, even so, the maintenance of the contract becomes impossible or unfeasible under the existing conditions or excessively onerous.
- 17.6. CONTRACTOR is authorized to provide services listed herein with the highest quality due to methodological or technological innovations.
- 17.7. CONTRACTOR may not innovate in the performance model and its contractual responsibilities.
- 17.8. Risk Matrix:

Supervening events	Mitigating Actions	Contractor's Responsibility	Contracting Party's Responsibility
Increase of the costs due to the exchange rate	Monitor the price fluctuation and forecast the impact in its price proposal	X	
Increase of the cost due to rework	Survey information <i>in loco</i> with the local entities in charge of the permits to operate in Embratur's Facility in Dubai	X	

18. STRATEGIC OBJECTIVE

- 18.1. Said acquisition is inserted into EMBRATUR's Strategic Plan and Book of Indicators and Goals.
- 18.2. **STRATEGIC OBJECTIVE OE.11 - OPTIMIZE FINANCIAL MANAGEMENT, ACQUISITIONS, CONTRACTS AND SERVICES**
- 18.3. **INDICATOR - PERCENTAGE OF THE ADMINISTRATIVE COSTING CAP**

19. FINAL PROVISIONS

- 19.1. In regard to the location of the facilities, this Management identified five (5) districts considered as appropriate for Embratur's Office in Dubai:
- 19.1.1. Internet City, located in downtown Dubai and considered as the technology hub in Middle Eastern, hosts offices of reputed companies, such as Google, Facebook, Microsoft, IBM and others;
- 19.1.2. Media City, located in peripheral region and considered as a business zone with the presence of more than one thousand and three hundred (1,300) companies, namely, communication, advertising and journalism companies;
- 19.1.3. Old City, also in peripheral region, is the former historic center of Dubai and has the advantage of being busier with the local population (potential tourists to visit Brazil) and has the highest number of travel agencies;
- 19.1.4. Business Bay, located in a new region of the city, is still under construction and should become in the future the new business district of the city, with the advantage that, in long term, it shall host modern buildings and cutting-edge infrastructure; and
- 19.1.5. Al Quoz, located in the west part of the city, is essentially residential and has several factories and industries.
- 19.2. Considering the requirement for prior definition of the Office location for the execution of the services contract, the district of Old City was defined as the most advantageous, once it has lower prices (rent per squared meter) and is nearer travel agencies which shall be the target of Embratur's team actions in Dubai.
- 19.3. Thus, several companies shall be contacted to issue tenders for the selection of the best proposal for Embratur.

20. EXHIBITS

EXHIBIT I - COMMERCIAL PROPOSAL

EXHIBIT I - COMMERCIAL PROPOSAL

1. By this proposal, we represent to be fully submitted to the provisions in force in EMBRATUR's Bidding Procedure and Contract Manual up to this date, as well as all clauses and conditions of the Reference Term in SEI Proceeding No. 72100.000206/2021-55-EMBRATUR.
2. We propose to provide EMBRATUR, at the following price, with the services under the Reference Term, in compliance with the quantities in the table.
3. In event of divergence of the prices presented in figures and words, the latter shall prevail.
4. The expiry term of this proposal is sixty (60) days (SUGGESTION) of the execution hereto and the performance term of the services shall be in agreement with the Reference Term.
5. We represent that the proposed prices include all the direct and indirect costs and expenses referring to the purpose of the bidding procedure.

ITEM	DESCRIPTION/SPECIFICATION	Measurement Unit	QUANTITY	UNIT VALUE	TOTAL VALUE
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2	- obtainment of permit to operate Embratur's Facility in Dubai (Mainland Entity)	Un	01		
3	- establishment of an Embratur's office in Dubai (Representative Office).	Un	01		
TOTAL					

Company's Name _____ Brasilia, _____, 2022.

CNPJ: _____

Contact phone: _____

Legal Representative: _____

Address: _____

ZIP Code _____ City: _____ State: _____

ID Card No.: _____ Issued by _____ CPF: _____

Position: _____

Name of the Majority Member(s): _____

CPF of the Majority Member(s): _____

Company's Legal Representative

Heitor Kadri

Manager

International Advisory Management and Foreign Facility Management

