

SIMPLIFIED TERMS AND CONDITIONS OF ENGAGEMENT

These Simplified Terms and Conditions of Engagement (“CCS” or “Agreement”) are applicable to supplies performed to Suzano Papel e Celulose S.A. (“Suzano”), and shall govern all engagements they may relate to. Application of these CCS is not subject to execution or initialing of this document by Supplier (identified in the Purchase Order or the Supply Agreement) or Suzano, and shall apply automatically to any and all engagements by Suzano with goods suppliers and service providers. Application of these CCS expressly excludes application of any other engagement arrangements or conditions of Supplier.

Purpose

The purpose of these CCS is to govern the conditions under which the supply described in the Purchase Order or the Supply Agreement issued by Suzano shall occur (“Purchase Order” or “PC”).

The activities and/or deliverables shall observe the units or places set out in the Purchase Order (“Worksite”), and shall always observe such application technical standards and regulations.

The Parties agree that Supplier shall comply with and follow all directions of Suzano to enter and stay on the Work Site.

Supplier may subcontract part of the purpose of this Agreement upon prior written consent of Suzano, provided that Supplier shall take full responsibility for the subcontractor and all of its employees and/or representatives. All mentions or references to Supplier shall include any such subcontractor.

Term

The Agreement shall be in full force and effect from the date of acceptance of the Purchase Order until full compliance with the obligations undertaken by the Parties.

Price and Payment Terms

The aggregate price to be paid by Suzano to Supplier is described in the PC (“Price”).

The Parties irrevocably and indefeasibly represent that the Price includes (i) all taxes applicable to the activities and/or goods supplied, (ii) all costs relating to labor and equipment used by Supplier, as well as any changes in the exchange rate used under this Agreement, and (iii) all expenses incurred with travel, accommodation, meals, insurance and any others that may be necessary

regarding the labor Supplier employs to perform the activities and/or supply the goods that have not been previously and expressly approved in writing by Suzano.

The Price shall be billed and paid as described in the Purchase Order, and shall, as the case may be, be subject to compliance with the respective payment and measurement events. The payment shall be made by deposit in checking account, and the deposit slip shall serve as proof thereof. The price (or the installments of the price, as the case may be) shall be due always on the tenth (10th) or twenty-fifth (25th) day of the month (or, if such day is a Saturday, Sunday or official holiday, on the subsequent business day) (“Suzano Payment Date”), provided that the collection documents to be issued by Supplier have been received by Suzano at least seven (7) business days in advance. Delay to deliver the collection document shall result in delay of the payment date to the subsequent Suzano Payment Date, with no interest.

All invoices with price and/or tax divergences shall be returned by Suzano, and any and all expenses arising from such return shall be the responsibility of Supplier.

Guarantees

Supplier shall be solely and exclusively responsible for the activities engaged under the Purchase Order, and take full responsibility for technical specifications and quality thereof.

Supplier undertakes, promptly upon request by Suzano, to remake, rectify and/or replace any and all activities performed or goods supplied that may have been regarded as improper by Suzano. In case Supplier omits or refuses to execute within the term fixed by Suzano, or else, demonstrates any type of negligence or lack of skills regarding

such remaking, rectification or replacement of the activities performed and/or goods supplied, Suzano shall be authorized to (i) deduct the respective amounts from the subsequent installment(s) of the Price, or (ii) make all rectifications that may be necessary alone or by means of third parties, and Supplier shall reimburse it for the costs incurred.

Obligations of the Parties

Supplier undertakes to:

- a) comply with all applicable laws, including, without limitation, environmental, tax, labor and social security laws in performing its activities, as well as all requirements and agreements issued by governmental authorities;
- b) keep all licenses and authorizations required to perform its activities and comply with its obligations hereunder in full force and effective, and further comply with all requirements and conditions of such licenses and authorizations;
- c) not to use child labor or slavery-like work, not to discriminate in the workplace or professional activities, respect freedom of association and collective negotiation as set forth in the law;
- d) observe quality policies, directives and procedures (NBR ISO 9001), Common Sense, Occupational Safety and Medicine (OHSAS 18.001), Environment (NBR ISO 14.001), Forest Handling and Certification (FSC), TPM (Total Manufacturing Management) and the Code of Conduct, the full contents of which are available on <http://www.suzano.com.br>;
- e) not to violate intellectual property or any other title rights of third parties in the performance of its activities and compliance herewith;
- f) compensate Suzano for any losses that it may sustain for noncompliance with any obligations undertaken by Supplier;
- g) strictly follow the rules of the master line program (“Programa Linha Mestra”);
- h) allow Suzano to inspect the performance of the activities not resulting in any liability for Suzano;
- i) keep, individually or by means of representatives and employees, in secret the terms and conditions of this Agreement and all pieces of written or oral information directly or indirectly relating thereto;

j) comply with and follow all directions of Suzano to enter and stay on the Worksite of its employees, representatives and/or any subcontractors to the Suzano facilities, as well as the procedures required for monthly control and compliance with labor laws by Supplier which are available on the website: <http://www.ddestra.com.br/?q=procedimentos>;

k) prioritize the engagement of local workers to perform the activities under this Agreement; and

l) observe tax incentives and/or tax regimes that Suzano may be entitled to, and comply with the obligations arising therefrom.

Responsibilities

This Agreement does not and shall not create any employment between Suzano and Supplier and/or its legal representatives, employees, agents, subcontractors, authorized individuals or third parties, provided that Supplier shall comply with all obligations involving its activities, including labor, social security and severance fund charges.

Supplier undertakes to defend, hold harmless and indemnify Suzano for any and all proceedings and/or lawsuits, as well as any claims or debts directly or indirectly arising from the obligations of Supplier set forth in this Agreement and/or the relationship entered into by Supplier with its employees, representatives, agents or subcontractors.

In case Suzano is subject to court or out-of-court proceedings, Supplier, within fifteen (15) days from notice of Suzano to Supplier relating to the claim or service of process of Suzano in the lawsuit, whichever occurs first, undertakes to (i) in case of a court proceeding, cause Suzano to be excluded as defendant therefrom; or (ii) in case of out-of-court proceedings, cause the claiming third party to give full, general settlement regarding Suzano.

In case (i) Suzano is not excluded as defendant from such court proceeding for any reason, and/or (ii) the aforementioned settlement is not obtained, in both cases, within the term set forth in such clause, Suzano shall have the right (but not the obligation) to withhold the amounts due under this Agreement and/or any other contractual or legal relationship entered into by and between the Parties, for the amount that (a) Suzano may be subject to pay under the lawsuit and/or (b) Suzano has been subject to an out-of-court proceeding.

Any disbursements, including those arising from attorneys' fees and court costs, or losses arising from the events set forth in this Clause may be deducted, at the discretion of Suzano, from payments to be made by Suzano to Supplier until Suzano is fully compensated and reimbursed for all costs and expenses referred to therein. In case this Agreement is terminated, Supplier shall reimburse Suzano within seventy-two (72) hours after notice thereof.

Supplier shall strictly comply with the Programa Linha Mestra, if and when applicable, as well as provide Suzano with all information and documents described in Exhibit II.

Noncompliance with any obligations set forth in the Programa Linha Mestra by Supplier, or its employees and subcontractors, shall result in Supplier being required to pay Suzano a noncompensatory penalty of one thousand, five hundred Reais (R\$ 1,500.00). In case of repeated default, the subsequent penalty shall be increased to three thousand Reais (R\$ 3,000.00), and, upon noncompliance with the same condition of the Programa Linha Mestra, Supplier shall pay a noncompensatory penalty of four thousand, five hundred Reais (R\$ 4,500.00). The amount of the penalties set forth in this Clause shall be adjusted for inflation based on the variation of the General Market Price Index (IGP-M/FGV) or another index that may replace it, from the date of such noncompliance until the date of payment of the penalty set forth herein.

In case Supplier fails to provide the documents listed in Exhibit II, Suzano may withhold the amount of subsequent Invoices/Bills of Sale, which fact shall last until compliance with such requirement by Supplier.

Supplier shall take responsibility for any losses and damages caused to Suzano or third parties, for action or inaction, as well as its legal representatives, employees, agents, authorized individuals, subcontractors or third parties in the performance of this Agreement, including regarding damages to property.

In case of noncompliance with any obligations set forth in these CCS, the defaulting party shall be required to pay the non-defaulting party a noncompensatory penalty in an amount equal to ten percent (10%) of the Price of the Agreement.

Supplier undertakes to complete the activities to perform the supply within the terms stated in the Purchase Order. In the event of delay to comply with these terms, Supplier shall be required to pay a default penalty in an amount equal to zero-point five percent (0.5%) of the Price per day of delay in performing the supply, limited to twenty percent (20%) of the Price.

Brazilian Anticorruption Law

The Parties, by themselves and their affiliates, represent, warrant and certify that they: (i) act in accordance with and undertake to comply, in the performance of their activities, with the provisions of Law 12846/13 ("Anticorruption Law"); and (ii) adopt internal integrity, training, communication, audit and irregularity reporting encouragement mechanisms and procedures in order to ensure true compliance with the Anticorruption Law by its employees, executives, officers, representatives, attorneys and other related parties.

Termination

This Agreement may be early terminated in the following events:

- a) by the Parties, in case of default with any obligations set forth in these CCS, (except for the obligation set forth in letter (d) of this Clause), that is not settled within ten (10) days after written notice by Suzano;
- b) by the Parties, in case of bankruptcy, recovery, dissolution, court or out-of-court liquidation of either Party;
- c) by Suzano, upon simple written notice, in the event of noncompliance with any provisions of the Anticorruption Law;
- d) by Suzano, upon achievement of the limitation of the penalties set forth in this agreement;
- e) by Suzano, at any time and with no burden, upon notice sent at least thirty (30) days before the intended date of termination; or
- f) by Supplier, at its sole discretion, in the event of unjustified delay to pay the Price for over forty-five (45) days after and upon written notice requiring the payment.

In case of termination of this Agreement, except for letters (b) and (e), the Parties agree on a compensatory penalty in an amount equal to thirty

percent (30%) of the Price, without prejudice to indemnification for any losses that may be verified.

In the event it is impossible to comply with the obligations under this Agreement as a result of demonstrated acts of God or events of force majeure lasting for more than sixty (60) days, the Agreement may be lawfully, automatically terminated with no need for any additional formality, with no right to penalty or indemnification from one party to the other.

General Provisions

The parties agree that this Agreement grants no exclusivity to one Party by the other.

Neither Party may assign or transfer, directly or indirectly, the rights and obligations set forth herein to third parties without the prior, express written consent of the other party. Notwithstanding, Suzano is hereby authorized by Supplier to assign in whole or in part the rights and obligations set forth herein to any company belonging to its economic group.

The Parties agree that they are expressly forbidden to use and/or make reference to the name, trademark and/or logo of Suzano (or any company belonging to its economic group) by Supplier without written authorization of Suzano.

All rights and obligations set forth herein may be settled by means of the settlement mechanism, as set forth in Articles 368 et seq of the Civil Code.

Supplier represents that no investment exceeding the regular risks of its business has been or shall be performed in order to execute and/or comply with the supply of goods and/or provision of services, and, therefore, the provisions of sole paragraph, article 473 of the Brazilian Civil Code, shall not be applicable.

Neither Party shall be regarded in default or subject to pay any indemnification or penalty if the delay or noncompliance with the obligations

arises from acts of God or events of force majeure, as duly demonstrated, as set forth in sole paragraph, article 393 of the Brazilian Civil Code. Once the event of force majeure or act of God ceases, the obligations of the Parties shall immediately and automatically resume.

If at any time after the effective date of these CCS, any provisions hereof are declared by any court with jurisdiction over them as illegal, null or unenforceable, such provision shall in no way affect the other provisions hereof, which shall remain in full force and effect, provided that the Parties shall mutually agree on legally available and enforceable means capable of causing the contractual balance to resume as such ineffectiveness or unenforceability may affect it, in order to comply to the fullest possible extent the original intent of the Parties.

This instrument may be enforced out of court, and by virtue of that may be subject to an action of enforcement for purposes of receiving the amounts arising from the provisions set forth in these CCS and/or enforce the obligation to perform or refrain of either Party.

Any refraining or forbearance by either Party in enforcing any rights, privileges or entitlements granted hereunder shall not result in waiver of the exercise of such right at other times, or constitute novation of or amendment to the Agreement.

This Agreement shall be binding upon the parties and their successors, and may only be amended upon a written amendment executed by the Parties.

These CCS shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil.

IN WITNESS WHEREOF, the Parties elect the Judicial District of the City of São Paulo, State of São Paulo, to settle any doubts or actions arising from this Agreement.

EXHIBIT I PROGRAMA LINHA MESTRA

Linha Mestra: Set of safety rules intended to offer the best working conditions for all, in an attempt to fit the risk by required prevention actions. They shall be strictly followed by Suzano Papel e Celulose.

Purpose: Promote safe behavior of workers (employees and service providers) in order to mitigate risks and prevent incidents and accidents. Ensure a responsible attitude of all by establishing priority and mandatory rules to be followed on a daily basis at work, including road cargo shipment.

Rules of Programa Linha Mestra: Suzano Group's Master Line rules have been chosen by assessing the main risks identified in the processes and based on the history of claims occurring in the Industrial and Forest Units, including road cargo shipment.

Consequence Management

Failure to comply with the **safety rules** involving attitudes that may be regarded **defaulting acts** or **serious faults** shall result in commencement of a **consequence management** process.

Serious Fault

Noncompliance with the Master Line priority rules defined for the industrial and forest units and/or expose itself or people to situations of threatening, serious risk.

Defaulting Act

Noncompliance by its own workers and service providers with directions involving safety, occupational health and environment as not included in the Master Line rules regarded as a serious fault.

Record of Claims

Record any claims allowing us to map incidents or accidents in order for us to assess the level and causes of the claim and set a corrective action plan. Any workers may, whenever they find a situation fitting the Master Line, have the initiative of registering the claim and request support of the Safety and Health Team to fill out the **RAO – Claim Review Report**. The claim shall be registered with a photo, if possible. The image and name of the person involved shall not be disclosed. In the event it is impossible to register with a photo, the scenario shall be simulated to best represent the claim.

Consequence Management

Failure to observe any safety rules involving attitudes that are regarded as defaulting acts or serious faults shall result in application of the consequence management process.

Criteria

Criteria to be adopted to enforce accountability actions, in the event of actions or inactions posing a risk to the environment, health or safety of that person or other people working or walking around the place, whether or not they result in accidents.

MATRIZ DE CONSEQUÊNCIAS	ATO FALTOSO		SEGUNDA REINCIDÊNCIA OU FALTA GRAVE (descumprimento da Linha Mestra)
	PRIMEIRA VEZ	REINCIDÊNCIA	
PROFISSIONAIS PRÓPRIOS	ADVERTÊNCIA	SUSPENSÃO	DESLIGAMENTO
PRESTADORES DE SERVIÇOS	NOTIFICAÇÃO ADVERTÊNCIA + MULTA CONTRATUAL	NOTIFICAÇÃO SUSPENSÃO + MULTA CONTRATUAL	NOTIFICAÇÃO DESLIGAMENTO + MULTA CONTRATUAL

Consequence Matrix	Defaulting Act		Second Fault or Serious Fault (noncompliance with the Master Line)
	First Time	Repeated	
Own Workers	Warning	Suspension	Termination
Service Providers	Warning Notice + Contractual Penalty	Suspension Notice + Contractual Penalty	Termination Notice + Contractual Penalty

BEHAVIOR RISKS AND RULES - INDUSTRIAL

Equipment Blocking

Perform and test blockings of all sources of energy (hydraulic, mechanical, electric and pressurization) in performing the services. Perform maintenance, assembly, inspection and cleaning services in equipment, machines or systems that are usually moving, energized, subject to high temperatures or using chemicals only after stopping, draining, blocking and testing the deactivation through blocking cards and/or locks. **Important:** The work may only be performed if the engines are de-energized and the valves closed by using blocking cards and/or locks.

Alcohol and drugs

Appear to work with no influence or possession of illegal drugs or alcohol. In the Suzano facilities, it is forbidden to use alcoholic beverages or drugs and/or work under the effect of alcohol or drugs.

Safety Device

Render the safety device inoperative. Not to change the operation logic of emergency stop buttons and cables and safety doors of machines and equipment.

Overhead Works

Work overhead using all proper safety devices.

Perform overhead work above 2-meter-high, such as: cleaning or maintenance on roofs, reservoirs/tanks, pipe racks, slabs, rising platform, scaffolds, rolling bridges, catwalks, overhead chairs and truck loads only using proper devices as: two-point seat belts, safety cables and safety fall protective devices.

Hazardous Substances

Work with hazardous substances with proper protection in order to prevent contact.
Perform works involving handling of corrosive, toxic, inflammable chemicals, etc., using all proper PPE.
Open lines/pipes/pumps of chemicals only after draining and blocking valves and pumps, using proper clothes and other PPE to prevent drops.

Work Access Permit

Perform high risk activities with the due PAT – Work Access Permit.
Perform activities involving risk of fire, corrosive or toxic substances, fall of people/materials, landslide, electric shock, explosion, burn, radiation, crushing, high/low temperatures, oxygen deficiency, drowning, etc., with the due completion, approval and execution of the PAT according to the procedure.

Handling of Overhead Cargo

Crane machine operators shall be certified, authorized and qualified. Workers shall care not to exist traffic of people where there is overhead cargo.
Operate cargo handling machines and equipment only if trained and certified according to the requirements of the Regulatory Standard (NR) 11 and qualified to operate the equipment bearing the proper class of driver's license (CNH).
It is the responsibility of the operator to ensure the safety of people during loading and removal of cargo using resources such as: insulation, signs, sirens, etc.

Access to Restricted Area

Access shall be granted only to authorized personnel to the places classified as restricted: electric rooms, electric substations and confined spaces.
Only authorized or qualified people may perform work in electric rooms, in accordance with the requirements of the Regulatory Standard (NR) 10.
Only qualified people may perform activities in confined spaces (worker and watcher) in accordance with the provisions of the Regulatory Standard (NR) 33.

Do not place your hands in running machines

It is forbidden to intervene in running machines; beware of any body part that may come in contact with machines, subject to accidents.
Perform activities in machines and equipment only if they are stopped or blocked, or the prevention action is defined through operating and safety procedures.

BEHAVIOR RISKS AND RULES – FOREST

Speed limits and seat belts

Drive within the speed limit and fasten seat belt.
Drive inside farms obeying the internal signs.
Drive in roads and highways within the speed limit.
Mandatory fasten seat belt while driving vehicles, operating machines and motor equipment.

Driver's License

Operate machines and equipment only with proper driver's license and qualified and trained for such operation.
Operate machines if qualified, with a C class driver's license or above, and trained in Machine Operation Safety and Operating Training.

Safety limits and plantation cleaning areas

Work within the safety limits and plantation cleaning areas between workers and the limit distance between Forest Harvesting equipment.
Perform activities within the safety limits and plantation cleaning areas between the manual timber cut team.
Perform activities using machines and equipment keeping the minimum distance, according to the procedure of each operation.
E.g.: Harvester 100 meters; Forwarder and Self-Loaded Tractor 20 meters; Root Off Tractor 80 meters.
Truck drivers shall keep a minimum distance of 20 meters from the truck while loading the truck.

Work Overhead

While working overhead, wear all proper safety devices.
Use safety belt for work performed more than 2 meters high, such as: maintenance to machines and equipment; maintenance or cleaning of roofs, water reservoirs.
Do not climb truck cargo and timber piles in the farms if not wearing proper PPE (e.g. safety belt, fall protective device).
In order to access the roof or reservoirs, workers must wear proper devices, such as: two point safety belts, guide cable, fall protective device.

Safety Devices

It is forbidden to intervene in running machines and equipment or remove safety locks from operating equipment.
Make adjustments and maintenance only if the machine and/or equipment is turned off.
Do not perform work in machines and equipment without protection in gears, pulleys, drive shafts, etc..

Movement of People

Properly carry workers in proper vehicles.
Do not carry workers on the back of trucks, tractors, equipment, etc..
Do not carry workers in excess of the maximum capacity of vehicles.
Use proper vehicles to carry workers with acceptable work conditions.

Handling of Overhead Cargo

Crane machine operators shall be certified, authorized and qualified. Workers shall cause not to exist traffic of people where there is overhead cargo.
Operate cargo handling machines and equipment only if trained and certified under the requirements of Regulatory Standard (NR)11 and qualified to operate such equipment, with proper driver's license (CNH).
It is the responsibility of the operator to ensure the safety of people during the loading and removal of cargo, using resources such as: insulation, signs, sirens, etc.

Alcohol and drugs

Appear to work with no influence or possession of illegal drugs or alcohol.
In the Suzano's facilities, it is forbidden to use alcoholic beverages or drugs and/or work under the effect of alcohol or drugs.

Hazardous Substances

Handle and apply pesticides wearing proper protection in order to prevent contact and exposure with the product.
Apply herbicides and chemicals wearing such personal protective equipment (PPE) assigned for such procedures.
During the handling and preparation of chemicals, wear the PPE assigned for the procedures.

BEHAVIOR RISKS AND RULES – CARGO SHIPPING

Speed limits and seat belts

Drive within the speed limit recommended for the type of road.
Drive in roads and highways obeying the traffic signs.
Drive in roads and highways within the speed limit.
Drive within the recommended speed and/or compatible with the road by virtue of any sharp turns, heavy traffic, road conditions, and other items that may be necessary in order to increase the attention.

Seat Belt

Wear a seat belt while driving a vehicle in roads and internal paths of the industrial units.

Tachographs and Disks

Maintain the tachograph equipment and use proper disks.

Use a gauged tachograph equipment.

Do not violate or adulterate the tachograph.

Always use tachograph disks and exchange them within the recommended term.

Correctly identify tachograph disks.

Alcohol and drugs

Appear to work with no influence or possession of illegal drugs or alcohol.

In the Suzano's facilities, it is forbidden to use alcoholic beverages or drugs and/or work under the effect of alcohol or drugs.

It is expressly forbidden to drive vehicles under the influence of alcohol or drugs.

Overtaking in forbidden areas

Overtake only when allowed to do so and with safe conditions.

Overtake vehicles only in allowed areas where there no risk has been identified.

Only overtake after considering the power of your vehicle and the speed of the vehicle ahead. In a climb, consider the need for more power.

Only overtake in a climb when a third lane for slow vehicles is available.

Do not make it difficult for third parties to overtake, keep a constant speed of the vehicle and even consider reducing it.

Use of mobile phone

Do not use a mobile phone or similar while driving.

EXHIBIT II
LIST OF DOCUMENTAL MANAGEMENT DOCUMENTS

DOCUMENTAL MANAGEMENT DOCUMENTS

(relating to employees made available to comply with this agreement)

A- RELATING TO LABOR OBLIGATIONS

- 1 PAYROLL
- 2 R.E. FGTS – SEFIP/GFIP
- 3 WAGE PAYMENT SLIP
- 4 VACATION RECEIPT
- 5 GPS INSS
- 6 GRF FGTS
- 7 EMPLOYMENT AGREEMENT TERMINATION INSTRUMENT
- 8 GRRF + STATEMENT (40% FGTS PENALTY ON TERMINATION)

B- RELATING TO SAFETY AND OCCUPATIONAL MEDICINE

- 1 PPRA OR PCMAT
- 2 PCMSO
- 3 CIPA
- 4 HIRING, PERIODIC, RETURN TO WORK, CHANGE OF POSITION AND TERMINATION MEDICAL TESTS

C- RELATING TO NORMATIVE INSTRUCTION MTB. 03/97

- 1 EMPLOYEE REGISTRATION
- 2 WORK SHIFT CONTROL UNDER THE APPLICABLE LAW
- 3 EMPLOYMENT AGREEMENT
- 4 ANNUAL LIST OF SOCIAL INFORMATION
- 5 WORK INSPECTION BOOK
- 6 INSPECTION BOOK OF THE **PURCHASER** SAFETY AREA
- 7 CIPA MINUTES BOOK, IF REQUIRED TO UNDER THE PROVISIONS OF NR. 05
- 8 ARTS, IF APPLICABLE

D - OTHERS

- 1 LIST OF EMPLOYEES HIRED AND TERMINATED
- 2 CLASS TRADE UNION

Obs1: All documents with non-certified copy.

Obs2: Delivery of labor documents not restricted to the documents mentioned herein. If necessary, other documents may be required.