


**INFORMAÇÃO DE CONTRATO ADMINISTRATIVO****ÁREA DEMANDANTE:** ÁREA JURÍDICA – AJ**ADVOGADO:** Marcelo Oliveira dos Santos Neves de Souza**CONTRATADA:** GLOBAL PAYMENTS ADVISORY GROUP**CONTRATO:** OCS Nº 093/2017 – SAP nº 4400002500 – Dispensa de Licitação nº 042/2017.**OBJETO DO CONTRATO:** prestação de serviço de agente de processo para viabilizar a emissão de *Certification Regarding Correspondant Accounts for Foreign Banks (USA Patriot Act Certificate)*.**VALOR:** até US\$ 525,00 (quinhentos e vinte e cinco dólares americanos), equivalentes a R\$ 1.621,83 (mil, seiscentos e vinte e um reais e oitenta e três centavos) conforme a cotação daquela moeda, disponível no site do Banco Central do Brasil, no dia 20/03/2017.**PRAZO DE VIGÊNCIA:** até 36 (trinta e seis) meses, contados a partir da data da sua assinatura.**AUTORIZAÇÃO:** da Sra. Chefe do Departamento de Consultoria Jurídica Internacional da Área Jurídica do BNDES (AJ/COJINT), em 17/03/2017, no âmbito da IP AJ/COJINT/GINTER2 nº 02/2017, de 17/03/2017.**PRONUNCIAMENTO JURÍDICO NO PROCESSO DE CONTRATAÇÃO:** pela AJ/COJINT/GINTER3, no âmbito da IP AJ/COJINT/GINTER2 nº 02/2017, de 17/03/2017.**FUNDAMENTO LEGAL DA CONTRATAÇÃO DIRETA:** art. 29, II, da Lei 13.303/2016.**DATA DA ASSINATURA DO CONTRATO:** 20/03/2017.**CERTIDÕES (VALIDADE):** Não aplicável por se tratar de sociedade empresária estrangeira.  
Marcelo Oliveira dos Santos N. de Souza  
Advogado  
AJ/JUAARH/GEJURH1  
Leandro Gadelha Dourado Nogueira  
Gerente  
AJ/JUAARH/GEJURH1  
Marcelo Simon da Silva  
Chefe de Departamento  
AJ/JUAARH

## AGENT APPOINTMENT AGREEMENT

By this Agreement (the "Agreement") dated this March 20, 2017 concluded in the State of New York, BNDES. hereby appointed Global Payments Advisory Group ("GPAG") as its agent for service of process only for the purpose set forth in the Certification for Purposes of Sections 5318 (k) of Title 31 United States Code, as added by Section 313 and 319 (b) of the USA Patriot Act of 2001 (Public Law 107 – 56). The primary address for the receipt of process by GPAG served under this appointment shall be 90 Village Green, Bardonia, New York 10954. The appointment shall be effective from March 20, 2017 through March 20, 2020 (the "Term").

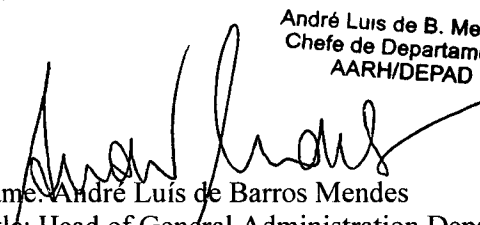
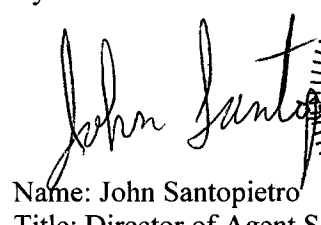
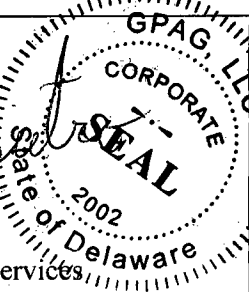
The responsibility of GPAG shall be to accept and forward the legal process received during the Term by a recognized national express courier service to the address of BNDES as set forth below under its signature, BNDES. will provide GPAG in writing with any changes to its address. GPAG shall have no responsibility for the receipt or non-receipt by BNDES. of such legal process. Should legal process be returned to GPAG for any reason, GPAG shall have no responsibility other than to return such legal process to the sender by first class mail.

BNDES agrees to indemnify, hold harmless and defend GPAG from and against any and all claims, damages, liabilities and causes of action (including attorneys fees and costs) imposed upon, incurred by or asserted against GPAG, directly or indirectly, relating to or arising out of the Agreement during the term; provided however, that the indemnification shall not extended to willful misconduct or gross negligence by GPAG. This paragraph will survive the expiration or termination of the Term and of the Agreement.

The Agreement will be construed and enforced in accordance with, and governed by, the laws of the State of New York without application of any conflict of law provisions, and venue for any suit or other action interpreting or enforcing this Agreement shall be a court of competent jurisdiction in New York.

BNDES agrees to pay GPAG a total fee of \$525.00. Funds may be wired to JPM CHASE, ABA # 021000021 for credit to Global Payment Advisory Group, account no. 188039261. The agreed upon fee will include all legal processes during the above specified period irrespective of the number of accounts opened by BNDES in U.S. banks. All bank/wire charges are for account of the sender.

This Agreement may be renewed at the end of the term, at your option. If you agree to renew, payment of the Agent Service fee will be made upon receipt of an invoice from GPAG.

<b>AGREED:</b> <b>BNDES</b>	<b>GLOBAL PAYMENTS ADVISORY GROUP</b>
<b>By:</b> <div style="text-align: right; margin-top: 10px;"> <b>André Luis de B. Mendes</b>              Chefe de Departamento              AARH/DEPAD           </div>  <p>Name: André Luis de Barros Mendes              Title: Head of General Administration Department</p> <p><b>Address for Delivery of process:</b> Luciana Lages Tito              - Head of International Consultancy Department - Av.              República do Chile, nº 100, 16º Andar / ET 90, Centro              – Rio de Janeiro – RJ. CEP 20031-917.</p>	<b>By:</b>  <div style="text-align: right; margin-top: 10px;">  </div> <p>Name: John Santopietro              Title: Director of Agent Services</p> <p><b>Mailing Address:</b>              90 Village Green              Bardonia, NY 10954</p>
<p>Tel. – +55 21 2172-8106</p>	<p>Tel./Fax – 845-215-0020</p>

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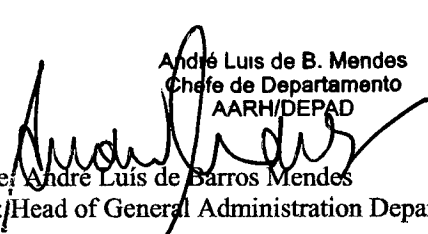


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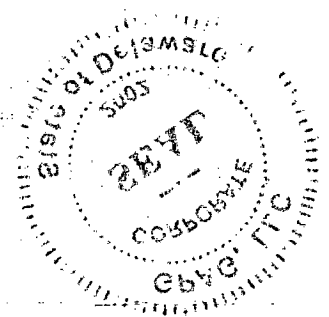
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the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion. The number of people aged 65 and over is expected to increase from 200 million to 400 million. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion. The number of people aged 15 and over is expected to increase from 3.5 billion to 4.5 billion.