

U.S. Department of Justice

Washington, DC 20530

**Amendment to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant CDN International, Inc.	2. Registration No. 5992
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- To correct a deficiency in
- Initial Statement
- Supplemental Statement for the period ending _____
- Other purpose (*specify*) _____
- To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

Contract between CDN Comunicação Corporativa and Social Communication Secretariat of the Office of the President of Brazil ("Secretariat")

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

As reflected in the attached contract language, CDN Comunicação Corporativa and Secretariat recently entered into a new contract for the next 12 months. This is not a contract between CDN International Inc. and Secretariat, but CDN Comunicação Corporativa controls CDN International, Inc. and the contract establishes the basis for the continuing relationship between CDN Comunicação Corporativa and Secretariat, and that relationship provides the context for the services provided to Secretariat by CDN International, Inc. There is no separate contract between CDN International, Inc. and Secretariat.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

February 05, 2015

/s/ Alexandre Rego

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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CCM (SP): 2.543.206-0

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I, the undersigned Certified Public Sworn Translator and Commercial Interpreter for the English and Portuguese languages, in and for the State of São Paulo, Brazil, Certify that on this 28th day of January, 2015, in this City of São Paulo, a document: "FEDERAL OFFICIAL GAZETTE" was submitted to me, written in the Portuguese language, which I hereby translate into the English language, word for word, to the best of my knowledge and ability, as follows:

Federal Official Gazette – Section 3 – Nº 12, Wednesday, January 21, 2015

SOCIAL COMMUNICATION DEPARTMENT

AGREEMENT TRANSCRIPTION No. 1/2015 – UASG 110319

Agreement No. 00170.000435/2013-25.

BID SISPP No. 1/2013. Contractor: SOCIAL COMMUNICATION DEPARTMENT OF THE PRESIDENCY OF REPUBLIC. Contract Party CNPJ [Corporate Revenue Registration]: 5786384000119. Contracted Party: CDN COMUNICAÇÃO CORPORATIVA LTDA – Purpose – Provision of communication services for the provision of advisory on communication strategic planning, relationship with the international press and public relations abroad. Legal Grounds: Law No. 8.666/93. Term: 01/16/2015 to 01/16/2016. Total Value: R\$ 30,666,635.47. Source: 100000000 - 2015NE800006. Signature Date: 01/16/2015.

(SICON - 01/20/2015) 110001-00001-2015NE8000020

Further Naught, I certify that the preceding is a true, faithful and unabridged rendering into English of the original Portuguese version. In witness whereof, I set my hand and seal, on the date and in the city first mentioned.

São Paulo, January 28, 2015
28 de Janeiro de 2015

Paulo Victor Deakins
Tradutor Público e Intérprete Comercial
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I, the undersigned Certified Public Sworn Translator and Commercial Interpreter for the English and Portuguese languages, in and for the State of São Paulo, Brazil, Certify that on this 28th day of January, 2015, in this City of São Paulo, a document: "OFFICIAL REPORT" was submitted to me, written in the Portuguese language, which I hereby translate into the English language, word for word, to the best of my knowledge and ability, as follows:

00170.000435/2013-25



PRESIDENCY OF THE REPUBLIC
SOCIAL COMMUNICATION DEPARTMENT
MANAGEMENT OFFICE, CONTROL AND STANDARDS DEPARTMENT

Official Report No. 2/2015/SGGN/SECOM-PR

Brasília, January 22, 2015.

To Mr.
INACIO MUZZI
Vice President of
CDN Comunicação Corporativa Ltda.
SCN - Q. I-BL. C - Salas 1810/14 - Ed. Brasília Trade Center
70711-902 - Brasília/DF.

Subject: Agreement No. 1/2015.

Mr. Chief Financial Officer,

1. When greet you and submit one original counterpart of the agreement No. 1/2015, signed between the Union, by the agency of this Department, and to this Company for the provision of communication services, for the provision of advisory on communication strategic planning, relationship with the international press and public relations abroad.

Sincerely,

[Signature]
EMERSON MUZZI
Management, Control and Standards Secretary

Eplanada dos Ministérios, Bl. A, 5º andar, Fone: (61) 3411-4849, Fax (61) 3224-2824 - CEP 70054 900 — Brasília/DF

Further Naught, I certify that the preceding is a true, faithful and unabridged rendering into English of the original Portuguese version. In witness whereof, I set my hand and seal, on the date and in the city first mentioned.

São Paulo, January 28, 2015
28 de Janeiro de 2015

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I, the undersigned Certified Public Sworn Translator and Commercial Interpreter for the English and Portuguese languages, in and for the State of São Paulo, Brazil, Certify that on this 28th day of January, 2015, in this City of São Paulo, a document: "AGREEMENT" was submitted to me, written in the Portuguese language, which I hereby translate into the English language, word for word, to the best of my knowledge and ability, as follows:

BID No. 001/2013-SECOM
PROCESS NO. 00170.000435/2013-25

AGREEMENT

CONTRACT FOR THE PROVISION OF COMMUNICATION SERVICES BETWEEN THE UNION, THROUGH THE AGENCY OF THE SOCIAL COMMUNICATION DEPARTMENT OF THE PRESIDENCY OF THE REPUBLIC, AND CDN COMUNICAÇÃO CORPORATIVA LTDA.

AGREEMENT No. 01/2015

The UNION, by the agency of the Social Communication Department of the Presidency of the Republic, CNPJ [Corporate Revenue Registration] No. 09.234.494/0001-43, hereby represented by the Executive Secretary, **ROBERTO BOCORNY MESSIAS**, Brazilian, resident and domiciled in this city, CPF [Individual Revenue Registration] No. 343.047.891-04, according to the competence foreseen in the 1st art. of Ordinance No. 87 of 10/18/2013, published in the Federal Official Gazette of 10/21/2013, hereinafter simply referred to as **CONTRACTOR** and the company **CDN COMUNICAÇÃO CORPORATIVA LTDA**, CNPJ [Corporate Revenue Registration] No. 57.863.854/0001-19, with its head office at Avenida Brigadeiro Faria Lima, nº 2.601, 9º andar, conjuntos 91, 92 and 93, Jardim Paulistano - São Paulo/SP-CEP: 01.451-001, hereby represented by the Vice President, **ANDREW STUART GREENLEES**, Brazilian, married, journalist, resident and domiciled in São Paulo/SP, bearer of the identity card No. 4.405.077 SSP/SP [Safety Public Agency/State of São Paulo], and CPF [Individual Revenue Registration] No. 078.045.238-07, and by the Chief Financial Officer, **MARCELO JOSÉ GODOY MADUREIRA**, Brazilian, single, civil engineer, resident and domiciled in São Paulo/SP, bearer of identity card No. [REDACTED] [Safety Public Agency/State of São Paulo] and the CPF [Individual Revenue Registration] No. 101.226.038-00, hereinafter simply referred to as the **CONTRACTED PARTY**, whereby, the parties have agreed under the terms of this agreement, the purpose of Bid No. 01/2013-SECOM, as stated in the Process No. 00170.000435/2013-25, compelling the parties with the provisions of law No. 8.666 of June 21, 1993, and its amendments, and IN SLT/MP No. 02 of April 30, 2008, subject to the following terms and conditions:

FIRST CLAUSE — THE PURPOSE

The present contract has the purpose to contract a specialized company to provide the rendering of communication services on communication strategic planning advisory, relationship with the international press and public relations abroad, according to the specifications set forth in this agreement.



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Sole Sub-clause – This agreement is bound to the Call of Bids No. 01/2013-SECOM and its annexes, as well as the proposal from the **CONTRACTED PARTY**, which constitutes part of this instrument, regardless of the transcript.

SECOND CLAUSE - THE OBLIGATIONS OF THE PARTIES

I- The obligations of the **CONTRACTED PARTY**, as well as others undertaken in this agreement as follows:

1. Provide the products and services related to the purpose of the agreement in accordance with the specifications set forth by the **CONTRACTOR**.
2. Provide the products and services upon the demand of the **CONTRACTOR** and obtain their prior approval in writing, before starting the service or of undertaking the expenses related to the agreement.
3. Take immediate measures in cases of changes, rejections, cancellations or interruptions of one or more products and services upon a notice from the **CONTRACTOR**, complied with their obligations for the products and services rendered until the date of these occurrences, provided that they are not caused by the **CONTRACTED PARTY** or by their representatives.
4. To compel not to publish advertising or information on the activities, which is the purpose of the agreement, without express prior consent from the **CONTRACTOR**.
5. Provide explanations to the **CONTRACTOR** on any acts or negative facts published that involve them, regardless the request.
6. Maintain, as well as their representatives, under penalty of civil, criminal and administrative liability, unrestricted and total secrecy on:

- a. The subjects of interest to the **CONTRACTOR** or third parties of whatever they become aware of as a result of the execution of the agreement.
- b. The products created in the course of the work and the information, data, documents and other elements used in the execution of the contract, and the use or disclosure to third parties, even if partial, without previous and express consent from the **CONTRACTOR** is forbidden.

7. Maintain during the term of the agreement, the license and qualification required in the Call of Bids No. 001/2013-SECOM.
8. Provide quality control on the execution of the products and services provided based on the parameters set forth by the **CONTRACTOR**.
9. Sign a Commitment Term concerning confidentiality and secrecy, according to the model defined by the SECOM, committing themselves, their representatives and employees, including abroad, not to disclose confidential information knowledge, and shall be responsible for all the people who shall have access to the information through them, and shall be compelled to indemnify the occurrence of any damage and/or loss from the possible breach of confidentiality of the provided information.

II- The obligations of the **CONTRACTOR**, in addition to others undertaken in this agreement are:

1. Meet the financial commitments undertaken with the **CONTRACTED PARTY**.



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2. Communicate the guidelines to the **CONTRACTED PARTY** on the products and services.
3. Provide and make the elements and information available to the **CONTRACTED PARTY** that is necessary for the execution of the products and services.
4. Provide conditions for the proper provision of products and services.
5. Notify the **CONTRACTED PARTY**, formally and timely, on the observed irregularities on the compliance of the agreement.
6. Notify the contractor in writing and in advance, about fines, penalties and any debts liable to them;
7. Provide payments under the conditions and agreed prices.

Sole Sub-clause - The **CONTRACTOR** may, at their discretion, appraise the performance of the **CONTRACTED PARTY** as to the planning and provision of the contracted products and services. Therefore, the **CONTRACTOR** may perform auditing on the provided products and services without charges to the **CONTRACTED PARTY**, through its civil workers or of other members of the Federal Executive Power or by specialized companies.

THIRD CLAUSE — SUPERVISION

A Head Manager and a substitute shall be appointed to supervise the contract and register all occurrences, shortcomings, irregularities or failures in a report that may be observed in the provision of the products and services, and shall be empowered, among other things, to notify the **CONTRACTED PARTY**, aiming at their immediate correction.

First Sub-clause - The existence and supervision performance by the **CONTRACTOR** in nothing restricts the sole, integral and exclusive responsibility of the **CONTRACTED PARTY**, with regard to the execution of the purpose hereby contracted.

Second Sub-clause - The **CONTRACTOR** shall supervise the provision of the contracted products and services, and shall verify the compliance with the technical specifications, and may reject them, in whole or in part, whenever they do not correspond to whatever is desired or specified.

Third Sub-clause - The non-acceptance of any service, in whole or in part, shall not imply to the extension of the deadline, unless by expressed agreement by the **CONTRACTOR**.

Fourth Sub-clause - The **CONTRACTED PARTY** shall adopt the necessary measures for the provision of any product or service, considered not acceptable, in whole or in part, to be redone or repaired, within the time stipulated deadlines by the supervisors, without any charge to the **CONTRACTOR**.

Fifth Sub-clause - The approval of the products and services performed by the **CONTRACTED PARTY** shall not release their responsibility regarding the perfect execution of the contracted products and services.

Sixth Sub-clause - The absence of communication/notice by the **CONTRACTOR**, regarding the irregularity or failure, shall not exempt the **CONTRACTED PARTY** of the responsibilities set forth in this agreement.



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Seventh Sub-clause - The **CONTRACTED PARTY** shall permit and offer conditions for broader and more complete supervision during the term of the agreement, providing information and access on the ongoing related provision of the products and services and complying with the observations and requirements presented by the supervisors.

Eight Sub-clause - The **CONTRACTED PARTY** is obliged to allow the internal audit by the **CONTRACTOR** and/or external audit indicated by them to have access to documents and information concerning the products and services provided to the **CONTRACTOR**.

Ninth Sub-clause - The **CONTRACTOR** is authorized to monitor the provision of products and services, the purpose of the agreement, along with the representative accredited by the **CONTRACTED PARTY**.

FOURTH CLAUSE - SETTLEMENT AND PAYMENT

For the settlement and payment of expenses for products and services previously authorized and checked by the **CONTRACTOR**, the **CONTRACTED PARTY** must submit:

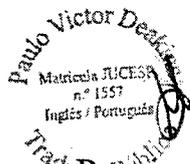
I. Provision in Brazil:

- a. Products and services provided directly rendered by the **CONTRACTED PARTY**: the corresponding bill of sale/invoice, which shall be issued with no erasure, in legible print, in the name and CNPJ [Corporate Revenue Registration] of the **CONTRACTOR**, which shall state the agreement number, description of products and services provided, Service Order number and information for the current account credit: name and bank number, name and branch number and account number;
- b. Products and services provided through the agency of suppliers: bill of sale/invoice, issued in accordance with the requirements of sub-paragraph "a", for invoicing the fees, and the first counterpart of the fiscal document issued on behalf of the **CONTRACTOR**.

I. Provision abroad:

- a. Products and services provided by the **CONTRACTED PARTY**, by their head office, branch, subsidiary or company that maintains a formal operating agreement or provided by suppliers and invoicing of fees:
 - i. Bill of Sale/invoice, issued by the head office, branch, subsidiary or company that maintains a formal operating agreement (formally acknowledged upon the contract), in name and CNPJ [Corporate Revenue Registration] of the **CONTRACTOR**, which shall state the contract number, description of products and services provided, Service Order number and information for the current account credit: name and bank number, name and branch number and account number;

First Sub-clause - The Contract manager shall only certify the execution of products and services and shall release the documents for payment when the **CONTRACTED PARTY** accomplishes all the agreed conditions.



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Second Sub-clause - The payment of products and services shall be effective by means of credit in a current account maintained by the **CONTRACTED PARTY**, as follows:

- I. Remuneration for continuing provision of the products and services listed in 1 item in the Table of Prices of Products and Services, whereas the discount granted in the Proposal of Prices and Quantitative Estimate of Annex I of this agreement;
- II. Remuneration for the provision on demand of products and services listed in items 2 to 34 of the Table of Prices of Products and Services, whereas the discount granted in the Proposal of Prices and Quantitative Estimate of Annex I of this agreement;
- III. Remuneration for the provision of the of products and services listed in the List of items of the Infrastructure and Logistics - Appendix IV of the Basic Project, except for the item of "airline tickets", spent by the suppliers;
- IV. Remuneration related to a fixed percentage of 4% (four percent), also called "fees", referred to the value of the products and services provided through suppliers, listed in the List of Items of Infrastructure and Logistics - Appendix IV to the Basic Project, except for the item "airline tickets";
- V. Reimbursement of expenses with "airline tickets", stated in the List of items of infrastructure and Logistics — Appendix IV of the Basic Project.

Third Sub-clause - The payment of products and services shall be made within **30 (thirty) days** after submission of the documents foreseen in the Caption of the Fourth Clause.

Fourth Sub-clause - The payments to suppliers of products and services shall be made by the **CONTRACTED PARTY** within **10 (ten) days** after the bank credit order by the **CONTRACTOR**.

Fifth Sub-clause - The **CONTRACTED PARTY** shall inform the **CONTRACTOR** on the payments to the suppliers through a report, issued by the 10th (tenth) day of each month, with the consolidation of the payments made in the immediate preceding month.

Sixth Sub-clause Friday- The data and format of the controls shall be defined by the **CONTRACTOR**, and the reports shall contain at least the following information:

- a) Payment date of the **CONTRACTOR**;
- b) Payment date of the **CONTRACTED PARTY**;
- c) Numbers of tax documents arising from the demand;
- d) Amount paid;
- e) Number of the Service Order;
- f) Name of the payee.



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Seventh Sub-clause - The failure to comply with the provisions of the Fourth, Fifth and Sixth Sub-clauses or the lack of presentation of plausible justification for non-payment within the stipulated deadline, shall imply on the suspension of the settlement of expenses incurred by the **CONTRACTED PARTY**, until the solution of the pendency.

Eight Sub-clause - If the pendency is not resolved within 10 (ten) days from the notice by the **CONTRACTOR**, the contract non-compliance on behalf of the **CONTRACTED PARTY** shall be characterized.

Ninth Sub-clause - To preserve the right of suppliers of receiving regularly for the products and services to be provided, the **CONTRACTOR** may establish an alternative control procedure to make the payments by transfer, by the **CONTRACTED PARTY**, of the amounts due to the suppliers. Exceptionally the **CONTRACTOR** may settle the expenses and make the related payments directly to the suppliers.

Tenth Sub-clause - The **CONTRACTOR**, in the condition of withholding tax at source, shall discount and collect the taxes and contributions to which they are obliged by the prevailing or supervening legislation referred to the payments that they make.

Eleventh Sub-clause - The payments upon the issuance of any form of bank order shall only be made if the **CONTRACTED PARTY** provides the collection in the form to permit the compliance with legal requirements, especially as regards to withholding taxes.

Twelfth Sub-clause - If the **CONTRACTED PARTY** has opted for the Integrated System of Payment of Taxes and Contributions of Micro companies and Small Enterprises - **SIMPLES**, they must present, along with the bill of sale/invoice, the due confirmation in order to avoid the withholding taxes and contributions, according to the prevailing legislation.

Thirteenth Sub-clause - The related bill of sale/invoice shall be delivered by the **CONTRACTED PARTY** directly to the Manager of the contract.

Fourteenth Sub-clause - If there is an error on the bill of sale/invoice or circumstance that prevents the settlement of the expense, the collection documents shall be returned to the **CONTRACTED PARTY**, and the payment shall remain pending until they provide the solution measures. In this hypothesis, the payment deadline time shall begin after the regularization of the situation or resubmission of the fiscal document not causing any burden to the **CONTRACTOR**.

Fifteenth Sub-clause - In the case of any payment delay, upon request from the **CONTRACTED PARTY**, the amount due shall be updated financially provided that it has not occurred in any way to this delay. Therefore, it is agreed that the financial compensation rate shall be calculated by applying the following formula:

$$EM = I \times N \times VP$$

Where:

EM = Moratorium Charges;

N = Number of days between the foreseen date for the payment and the actual payment;



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Matricula nº 1557 da Junta
Comercial do Estado
de São Paulo
CPF (MF): 951.973.628-04
RG (SSP/SP): 11.824.147-3
INSS: 112929437 04
CCM (SP): 2.543.206-0

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VP = Value of the installment to be paid;
I = Financial compensation rate = 0.00016438, thus ascertained:
I = (TX) I = (6/100) I = 0.00016438
365 365
TX = Percentage of annual rate = 6%

Sixteenth Sub-clause - The financial compensation shall be included in the bill of sale/invoice after the occurrence.

Seventeenth Sub-clause - Prior to payment, the CONTRACTOR shall make the query:

- a) Unified Registration System of Suppliers - SICAF - to verify the Federal Tax Clearance;
- b) Website of the Superior Labor Court to verify the nonexistence of Labor Debts.

Eighteenth Sub-clause - If the irregularity is confirmed as regards the foreseen in paragraphs 'a' and 'b' of the Seventeenth Sub-clause, the CONTRACTED PARTY shall be notified in writing, within 5 (five) days to solve their situation or, within the same deadline, present their defense, under penalty of contractual rescission.

Nineteenth Sub-clause - The stipulated deadline may be extended at discretion of the CONTRACTOR, upon examination of the justifications from the CONTRACTED PARTY.

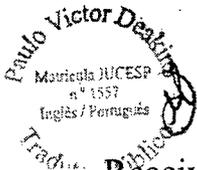
Twentieth Sub-clause - Any changes in the bank data must be noticed to the CONTRACTOR, via letter, and the losses resulting from incorrect payments due to lack of information shall be the full responsibility of CONTRACTED PARTY.

Twenty-First Sub-clause - The payments made by the CONTRACTOR does not exempt the CONTRACTED PARTY from their obligations and responsibilities.

FIFTH CLAUSE - READJUSTMENT

The price of the services contracted may be readjusted complying with the annual periodicity, from the limit date for submission of the proposal or of the last readjustment, based on the variation of the costs occurred in the period, provided that it is duly justified and stated in a worksheet.

First Sub-clause - The readjustment shall be according to the law in force, in particular the Decree No.1.054 of February 7, 1994, amended by Decree No. 1.110 of April 10, 1994, of Law No. 9.069 of June 29, 1995, and Law No. 10.192 of February 14, 2001, or in accordance with another norm which shall be edited by the Public Authorities, based on the variation of the General



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Market Price Rate (IGP-M) Column 7, published by *Revista Conjuntura Econômica* from *Fundação Getúlio Vargas*, which occurred in the period or by another rate that replaces it, using the following formula:

$$R = V \times \frac{I - I_0}{I_0}$$

Where:

- R = Pursued readjusted price;
- V = Contract value of the service to be readjusted;
- I = Rate related to the readjusted date;
- I₀ = Initial rate - refers to the costs or prices related to the fixed date for the delivery of the proposal in the bidding.

Second Sub-clause - The CONTRACTED PARTY shall submit to the CONTRACTOR, in 30 (thirty) days advance to the expiration of this agreement, the readjustment request of the value practiced, with a proper due calculation chart for the 12 (twelve) following months.

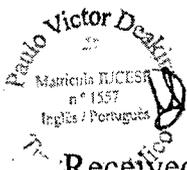
SIXTH CLAUSE - TERM

This contract shall have the term of 12 (twelve) months from the date of its signature, and may be extended for equal and successive periods, pursuant to art. 57, item II, of Law No. 8.666/93, by the competent execution of the Addendum up to a total of 60 (sixty) months.

SEVENTH CLAUSE - BUDGET ALLOCATION

The resources required to meet the expenses in the amount of R\$ 30,666,635.47 (thirty million, six hundred and sixty-six thousand, six hundred and thirty-five Reals and forty seven cents), shall be to the account of UG: 110319; Work Program: 04.131.2101.2017.0001; Expenditure Nature: 339039, distributed as follows:

- a) R\$ 25,555,529.56 (twenty-five million, five hundred and fifty-five thousand, five hundred and twenty nine Reals and fifty-six cents), for the provision of the products and services referred to in item 1 of the Table of Prices of Products and Services, whereas the discount granted on the Pricing Proposal - Annex I of this agreement;
- b) R\$ 5,111,105.91 (five million, one hundred and eleven thousand, one hundred and five Reals and ninety-one cents), related to the 20% (twenty percent) of the value referred to in subparagraph 'a', for execution, through suppliers, of products and services listed in the List of Items of Infrastructure and Logistics - Appendix IV of the Basic Project.

EIGHTH CLAUSE - ADDITION AND THE DELETION

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In the interest of the **CONTRACTOR**, the purpose of this Agreement, may be suppressed or increased up to the limit of 25% (twenty five percent) of the initial value updated from the contract hereof, provided that the suppression beyond this limit, by agreement between the parties, according to article 65, first and second paragraphs, item II, of Law No. 8.666/93.

NINTH CLAUSE — CONTRACT GUARANTEE

Within **20 (twenty) business days**, from the signing of this Agreement, the **CONTRACTED PARTY** must present a guarantee in the amount of **R\$ 613,332.71 (six hundred and thirteen thousand, three hundred and thirty-two Reals and seventy-one cents)**, related to 2% (two percent) of the total value of this Agreement, in order to ensure its execution, in one of the procedures foreseen in article 56 of the Law No. 8.666/1993.

First Sub-clause - The non-compliance with the deadline shall imply in fines under letter "a" of the Caption of the Tenth Sub-clause of this Agreement.

Second Sub-clause - The guarantee provided by the contracted party shall be released within **30 (thirty) business days** after the end of the term of this agreement, upon the certification by the Manager that is set forth the Caption of the Third Clause of this agreement that the products and services have been provided satisfactorily.

Third Sub-clause - When the guarantee is provided in cash, it shall be updated monetarily, according to the criteria established by a banking institution at which the deposit was made.

Fourth Sub-clause - When the agreement is amended and the term is extended or its value is altered or the guarantee value is reduced due to the application of any penalty, the **CONTRACTED PARTY** shall be obliged to present additional guarantee or to replace it, in the same percentage and modalities stated in this clause.

Fifth Sub-clause - In case of extension of the contract term, the guarantee shall be released after the submission of the new guarantee and signed by an addendum to the agreement.

Sixth Sub-clause - Without any prejudice to the penalties foreseen by Law and this agreement, the non-submission of the required guarantee, shall be considered as an unjustifiable refusal to meet the requirements of this instrument, resulting in immediate contract rescission.

Seventh Sub-clause - If the value of the guarantee is used in whole or in part, in payment of any obligation, including indemnities to third parties, the contracted party shall be obliged to provide the related reposition, within **3 (three) business days** from the date on which they are notified by the **CONTRACTOR**.

TENTH CLAUSE - SANCTIONS

A compensatory fine of up to 5% (five percent) calculated on the estimated value of the agreement that is stated in the caption of the Seventh Clause, regardless of any other sanctions and penalties foreseen in Law No. 8.666/1993 and in the agreement, shall be applied to the **CONTRACTED PARTY** upon the following occurrences:



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- a) unjustified refusal to sign the contract term, within stipulated deadline;
- b) no maintenance of the license conditions to the point to derail the agreement.

First Sub-clause - The total or partial non-compliance with the obligations undertaken by the **CONTRACTED PARTY**, with no justification accepted by the **CONTRACTOR**, securing the legal precepts, may result in the following administrative sanctions:

- I. warning;
- II. arrears fine and fine for contract non-compliance;
- III. temporary suspension of the bidding participation and impediment to contract with the Public Administration for a period of two (2) years;
- IV. good standing statement to bid or contract with the Public Administration, while determining reasons for punishment prevail or until the rehabilitation is promoted, before the authority that applied the penalty, which shall always be granted whenever the contracted party to reimburse the Administration for the resulting damages and after the expiry of the penalty applied.

Second Sub-clause - No sanction shall be applied without the due administrative process, ensuring the **CONTRACTED PARTY** the right to adversarial proceedings and full defense.

Third Sub-Clause - The sanctions can only be accounted for under justification and by administrative convenience, upon a justified act by the competent authority.

Fourth Sub-Clause - The sanctions applied shall be registered in the Suppliers Unified Registration System - SICAF by the **CONTRACTOR**.

Fifth Sub-Clause - The **CONTRACTOR** shall notify the contracted party in writing that the sanction was registered in SICAF.

Sixth Clause - The application of the sanctions shall abide to the following provisions:

- I. the warning and fines shall be applied by the contract Manager;
- II. The Executive Secretary of SECOM shall apply the temporary suspension of the participation in the bidding and impediment to contract with the Public Administration and propose a good standing statement;
- III. the application of the good statement standing is privately bound to the Minister of State of the Social Communication Department of the Presidency of Republic.

Seventh Clause - The warning sanction shall be applied in the following cases:

- I. partial breach of obligations and responsibilities undertaken by contract;
- II. other events that may cause disorders to the development of the products and services, at the discretion of the contracted party, provided that the application of a more severe sanction is compelled.



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Eight Sub-clause - In the warning act, the **CONTRACTOR** shall stipulate the deadline for the compliance with the obligation and/or responsibility referred to in item I and for the correction of the events referred to in item II, both of the Seventh Clause.

Ninth Sub-Clause - The monetary fines may be charged for the unjustified delay in the execution of the purpose or the deadlines established by the **CONTRACTOR**.

Tenth Sub-Clause - The delay shall subject the **CONTRACTED PARTY** to a fine of 0.33% (thirty-three hundredth percent) per day of delay on the delivery of the product service execution, from the first business day of the related established date until the limit of thirty (30) business days, calculated on the amount related to the non-complied obligation.

Eleventh Sub-Clause - The delay of more than thirty (30) days on the delivery of the product or execution of the service with no justification accepted by the **CONTRACTOR**, shall feature total contract non-compliance.

Twelfth Sub-clause - The contract nonperformance shall comply with the **CONTRACTED PARTY** to compensatory fines:

- I: 15% (fifteen percent) calculated on the value of the bill of sale/invoice related to the product or service that has caused the failure, when characterized the partial non-compliance or the unsatisfactory execution of the contract;
- II. 1% (one percent) calculated on the estimated value of the agreement, stated in the caption of the Seventh of Clause, by:

- a) unjustified refusal to submit the guarantee foreseen in the Caption of the Ninth Clause of this contract;
- b) total non-compliance of the agreement;
- c) interruption of the execution of the agreement without prior authorization of the contractor.

Thirteen Sub-clause - The suspension of the right to bid and contract with the Public Administration may be applied to the **CONTRACTED PARTY**, by negligence or willful misconduct, harm or attempt to hinder the execution of the agreement, upon the following terms and conditions:

I. for up to six (6) months:

- a) delay in the compliance with the contractual obligations undertaken upon the agreement, which have entailed financial losses to the **CONTRACTOR**;
- b) unsatisfactory execution of the purpose of this agreement, if there has been a warning sanction or penalty or fine applied previously in the form of the Fourth, Fifth and Sixth Sub-Clauses;

II. for up to two (2) years:

- a) non-completion of the contracted products and services;
- b) provision of the service in violation to the specifications of the Service Order, after the correction request made by the **CONTRACTOR**;



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- c) commitment of any other irregularities that result in prejudice to the **CONTRACTOR**, allowing the rescission of the contract due to the fault of the **CONTRACTED PARTY**;
- d) final conviction for tax fraud in the collection of any taxes and contributions, practiced by fraudulent means;
- e) submitting to the **CONTRACTOR** of any false or forged document, in whole or in part, in order to participate in the bidding, to the awareness of the **CONTRACTOR** after signing the agreement, or to prove during its execution, maintenance the conditions presented in the qualification;
- f) proof, at any time, of not having good standing to contract with the **CONTRACTOR**, due to the committed illegal acts;
- g) act of occurrence capitulated as a crime by Law No. 8.666/1993, practiced during the bidding procedure, to the awareness of the **CONTRACTOR** after signing the agreement;
- h) reproduction, disclosure or use for their own benefit or third parties, of any information that their employees have been aware of, due to the execution of the agreement, without prior written consent by the **CONTRACTOR**.

Fourteenth Sub-clause - In applying the sanction foreseen in the Thirteenth Sub-Clause, the severity of the offense and the mitigating or aggravating circumstances shall be taken into account.

Fifteen Sub-clause - The statement of good standing to bid or contract with the Public Administration shall be applied to the **CONTRACTED PARTY**, among other cases:

- I. cause loss to the **CONTRACTOR** in bad faith, malicious and premeditated act;
- II. act with suspect interests;
- III. relapse faults that result in loss to the **CONTRACTOR**;
- IV. suffer final conviction for tax fraud in the payment of any taxes, practiced by intentional means;
- V. demonstrate, at any time, not to have good standing to bid or contract with the **CONTRACTOR**, due to committed illegal acts; or
- VI. reproduce, disclose or use for their own benefit or third parties, any information that their employees have been aware of, due to the execution of the agreement, without prior consent by the **CONTRACTOR**.

Sixteenth Sub-clause - The statement of good standing implies the prohibition of the **CONTRACTED PARTY** to transact with the Public Administration, while the determining reasons of the penalty prevail or until rehabilitation is promoted by the authority that applied the penalty, which shall be granted whenever the **CONTRACTED PARTY** refunds the **CONTRACTOR** for damages resulting from and after the expiry of the applied penalty.

Seventeenth Sub-clause - Upon the application of warning sanctions, fines and suspension of the right to bid or contract with the Public Administration, they shall the right to appeal, within 5 (five) business days, from the first business day after the notice receipt.



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Eighteenth Clause - The resource related to the application of sanctions shall be directed to the next higher authority, through the one responsible for its application, which decision may be reconsidered within five (5) business days or, within this period, send it to a higher body, duly justified, in which case, the decision shall be made within five (5) business days from the appeal receipt, as specified below:

- a) the fines and warning: to the Executive Secretary, through the Agreement Manager;
- b) suspension of the right to bid or contract with the Public Administration: to the Chief Minister of State of the Social Communication Department of the Presidency of Republic, through the Executive Secretary.

Nineteenth Sub-clause - The sanctions foreseen herein are independent hereto and can be applied separately or cumulatively, subject to applicable measures, and the **CONTRACTED PARTY** shall also be liable for any additional indemnity in the amount equal to the surplus loss and damage that they have caused, in the form of the sole paragraph of art. 416 of the Brazilian Civil Code.

Twentieth Sub-clause - The application of the sanctions foreseen in this agreement does not preclude the application of other ones, foreseen under Law No. 8666/1993, including the liability of the **CONTRACTED PARTY** for any loss or damages caused to the **CONTRACTOR**.

Twenty-First Sub-clause - The value of the fines may be deducted from the constituted guarantee from the amount of the invoice of any products and services of this agreement, charged directly or even when applicable, charged in court from the **CONTRACTED PARTY**.

Twenty-Second Sub-clause - The value of the fines must be collected no later than ten (10) calendar days from the notice receipt date sent by the **CONTRACTOR**.

TENTH CLAUSE - TERMINATION

This Agreement may be terminated at any time, regardless of judicial or extrajudicial notifications, on the grounds set forth in arts. 77 and 78, according to art. 79 of Law No. 8.666/93.

ELEVENTH CLAUSE - PUBLICATION

The **CONTRACTOR** shall provide a summary publication hereof, under the terms of art. 61, sole paragraph, of Law No. 8.666/93.

TWELFTH CLAUSE - JURISDICTION

The issues arising from the execution of this Agreement, which cannot be settled administratively, shall be filed and adjudicated in Federal Justice, in the Court of the city of Brasília/Federal District, Judicial Section of the Federal District, with the exclusion of any other one, however privileged it may be.



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Hence, in witness whereof, the parties have agreed hereto and sign this Agreement in two (2) counterparts of equal form and tenor in order to produce the effects hereof.

Brasília/Federal District, January 16, 2015.

[Signed]

ROBERTO BOCORNY MESSIAS
 Executive Secretary of the Social Communication Department
 Presidency of the Republic

[Signed]

ANDREW STUART GEENLEES
 Vice-President
 CDN COMUNICAÇÃO CORPORATIVA LTDA.

[Signed]

MARCELO JOSÉ GODOY MADUREIRA
 Chief Executive Office
 CDN COMUNICAÇÃO CORPORATIVA LTDA.

**ANNEX I
 AGREEMENT No. 001/2015
 BID NUMBER. 001/2013-SECOM
 PRICE LIST OF PRODUCTS AND SERVICES, CONSIDERING THE DISCOUNT GRANTED ON
 THE PRICING PROPOSAL FOR A QUANTITATIVE ESTIMATE ***

1	Management/Customer Service	12/year	135,054.47								
2	Relationship with stakeholders	12/year	116,058.97								
3	Support to communication actions of bodies and entities of the Federal Executive Power together with stakeholders	6/year	31,804.79								
4	Preparation of press professionals profiles and/or communication means	70/year	1,616.29	10/year	1,348.29	5/year	1,443.87	10/year	1,288.88	5/year	1,146.59
5	Database and Contacts	1/year	62,097.01								
6	Database update and Contacts	12/year	4,815.74								
7	Map of international influencers	1/year	46,387.65		22,258.90	1/year	19,358.81	1/year	20,989.64	1/year	20,316.24



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8	Biannual strategic planning of Communication action to promote Brazil abroad	2/year	163,772.64								
9	Thematic communication plan to promote Brazil abroad	20/year	39,622.76								
10	Low-complexity event planning	14 teleconferenc e/year	20,269.00	1 Teleconferenc e/year	13,616.88	1 Teleconferenc e/year	9,738.67	1 Teleconferenc e/year	11,159.83	1 Teleconferenc e/year	11,212.07
		20 briefings/year		5 briefings/year		5 briefings/year		10 briefings/year		1 briefings/year	
		30 press briefings/year		4 press briefings/year		2 press briefings/year		2 press briefings/year		2 press briefings/year	
		24 media training/year									
		1 seminar/year		1 seminar/an 0		1 seminar/year					
		2 lectures/year		1 lecture/year		1 lecture/year		1 lecture/year		1 lecture/year	
11	Event planning of high complexity	2/year	67,471.10	2/year	47,300.67	2/year	30,685.89	2/year	38,929.43	2/year	37,704.58

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Quantity	Unit Price (R\$)										
22/year	27,084.73	19/year	16,504.48	24/year	20,572.99	15/year	20,926.384				



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13	Monitoring of press and public relations activities abroad on the occasion of official trips of the federal executive Power			3/year	12,894.32	2/year	11,592.42	2/year	14,267.39	1/year	14,831.23
14	Planning of familiarization trip to Brazil	10/year	50,904.78								
15	Trip accompany for individual familiarization trip	3/year	20,143.91								
16	Trip accompany for individual familiarization for a group of up to 5 persons	7/ year	30,434.25								

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 PRICE LIST OF PRODUCTS AND SERVICES, CONSIDERING THE DISCOUNT GRANTED ON THE PRICING PROPOSAL FOR A QUANTITATIVE ESTIMATE *

Item	Description	Quantity	Unit Price (R\$)	Quantity	Unit Price (R\$)	Quantity	Unit Price (R\$)	Quantity	Unit Price (R\$)	Quantity	Unit Price (R\$)
17	Production of low-complexity content	800/year	874.79	100/year	490.76	100/year	382.05	100/year	561.90	100/year	569.37
18	Content production of medium complexity	200/year	2,185.94	20/year	1,426.47	10/year	1,112.15	10/year	1,476.90	10/year	1,578.41
19	Production of highly complex content	200/year	4,544.16	20/year	3,542.72	10/year	2,883.70	10/year	3,796.42	10/year	3,392.04
20	Production of guidelines for foreign press	150/year	2,713.97	20/year	2,235.68	10/year	1,522.98	10/year	2,174.77	10/year	2,024.44
21	Execution of actions of communication in digital media	1500 posts in 52 weeks Weekly	Value for 28 posts per week: 8,826.48	600 posts in 52 weeks. Demand service	Value for 11 posts per week: 2,069.40	300 posts in 52 weeks. Demand service weekly.	Value for 6 posts per week: 3,454.67	300 posts in 52 weeks. Demand service weekly.	Value for 6 posts per week: 2,346.50	300 posts in 52 weeks. Demand service weekly.	Value for 6 posts per week: 2,409.98



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		demand service 57 posts.		weekly.							
22	Publishing of texts	300 pages	1,026.13	60 pages	805.35	15 pages	745.28	15 pages	924.69	10 pages	780.74
		150 pages		20 pages		10 pages		10 pages			
		200 pages		20 pages		10 pages		10 pages			
23	Layout of texts	300 pages	1,551.67	60 pages	1,459.46	15 pages	1,054.39	15 pages	1,499.58	10 pages	1,215.31
		150 pages		20 pages		10 pages		10 pages			
		200 pages		20 pages		10 pages		10 pages			
24	Graphic design of printed or digital materials	15/year	5,277.78	2/year	3,490.06	1/year	2,154.05	1/year	2,183.25	1/year	2,579.38
25	Diagnosis of Brazil's exposure abroad			3/year	23,851.21	3/year	19,821.00	3/year	23,309.32	3/year	22,213.01

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	Quantity	Unit Price (US\$)	Quantity	Unit Price (US\$)	Quantity	Unit Price (US\$)	Quantity	Unit Price (US\$)	Quantity	Unit Price (US\$)	
26	Study on communication policies and practices of the public or private sector at an international level ("best practices")	1/year	49,471.92	1/year	24,630.41	1/year	19,537.81	1/year	22,856.26	1/year	21,878.05
27	Map of sensitive issues (opportunities and risks) to the image of Brazil in the international sphere	5/year	44,792.20	2/year	31,044.61	2/year	24,919.82	2/year	24,018.09	1/year	23,708.58
28	Media analysis printed Internationally	365/year	2,151.11								
	Internacional	365/year	1,478.04								



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29	television media monitoring									
30	Analysis of Brazil exposure in social media	365/year	1,215.39							
31	Monthly exposure audit	12/year	22,174.98							
32	Audit of annual exposure	1/year	36,568.83							
33	Exposure audit-specific theme	2/year	37,300.16							

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Item	Description	Quantity	Unit Price (R\$)	Total (R\$)	Unit Price (US\$)	Total (US\$)	Discount (%)	Discounted Price (R\$)	Discounted Price (US\$)
34	Monitoring of news in internet	365/year	1,714.99						

The figures presented refer to mere estimate used for determining the value of investment for the upon the contract, and the Contractor managing the execution of the agreement so as not to exceed the budget limit, and not being obliged to contract the amount indicated, as set forth in sub-item 10.1 of the Basic Project.

[3 initials have been set on all pages, except the signature page]

Further Naught, I certify that the preceding is a true, faithful and unabridged rendering into English of the original Portuguese version. In witness whereof, I set my hand and seal, on the date and in the city first mentioned.

São Paulo, January 28, 2015
 28 de Janeiro de 2015

Paulo Victor Deakins
 Tradutor Público e Intérprete Comercial
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